



STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
(MDH)
REQUEST FOR PROPOSALS (RFP)
SURVEILLANCE UTILIZATION REVIEW SUBSYSTEM
MDH OPASS# 19-18325

ISSUE DATE: OCTOBER 18, 2019

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://emaryland.buyspeed.com/bs/> should register on eMMA. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Surveillance Utilization Review Subsystem
Solicitation No: MDH OPASS# 19-18325

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - Other commitments preclude our participation at this time
 - The subject of the solicitation is not something we ordinarily provide
 - We are inexperienced in the work/commodities required
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS Section)
 - The scope of work is beyond our present capacity
 - Doing business with the State is simply too complicated. (Explain in REMARKS Section)
 - We cannot be competitive. (Explain in REMARKS Section)
 - Time allotted for completion of the Proposal is insufficient
 - Start-up time is insufficient
 - Bonding/Insurance requirements are restrictive (Explain in REMARKS Section)
 - Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS Section)
 - MBE or VSBE requirements (Explain in REMARKS Section)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS Section)
 - Payment schedule too slow
 - Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS Section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH (MDH)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Surveillance and Utilization Review Subsystem
Solicitation Number:	MDH OPASS# 19-18325
RFP Issue Date:	October 18,2019
RFP Issuing Office:	Maryland Department of Health, (MDH)
Procurement Officer: e-mail: Office Phone:	Dana Dembrow 201 W. Preston Street, Baltimore, MD 21201 MDH.solicitationquestions@maryland.gov (410) 767-5353
Proposals are to be sent to:	Attention: Queen Davis MDH.solicitationquestions@maryland.gov
Pre-Proposal Conference:	November 5,2019 at 10:00 am Local Time 300 W. Preston St., Auditorium Baltimore, Maryland 21201 See Attachment A for directions and instructions.
Questions Due Date and Time	December 2,2019 at 2:00 pm Local Time
Proposal Due (Closing) Date and Time:	December 17,2019 at 2:00 pm Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Fixed Price and Time and Materials
Contract Duration:	Five (5)-Year Base Period with Two (2) One-Year Option Periods
Primary Place of Performance:	Maryland Department of Health 201 W. Preston Street, Baltimore, MD 21201
SBR Designation:	No
Federal Funding:	Yes

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Department of Health (MDH) is issuing this Request for Proposals (RFP) for a Surveillance and Utilization Review Subsystem (SURS) for the Medicaid program. SURS is a flexible user tool capable of providing surveillance and under/over utilization data, as well as identifying quality of care issues including: averages and standard deviations, frequency distributions, geo-mapping, and comparisons among time periods in a Fee-For-Service (FFS) or managed care environment concurrently.
- 2.1.2 It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.3 The Department intends to make a single award according to the Scope of Work as a result of this RFP.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

2.2 Background and Purpose

MDH is the single State agency responsible for operating the Medicaid Program authorized under Title XIX of the Social Security Act. The Medicaid Program serves approximately 1,300,000 enrollees, of which 1,100,000 are enrolled in Managed Care Organizations (MCOs). The Medicaid Program has approximately 70,000 enrolled Providers. The Medicaid Program processes approximately five (5) million FFS claims and 3.5 million MCO encounter data per month.

SURS Background

The SURS is a federally required component of the Medicaid Management Information System (MMIS) and functions in accordance with federal regulations at 42 CFR Part 433, State Fiscal Administration (specifically Subpart C), 42 CFR Part 455, Program Integrity: Medicaid (specifically §455.1), and 42 CFR Part 456, Utilization Control (specifically §456.1).

Since the 1990's, the Department has been using a system to facilitate the identification of claims for possible fraudulent billing. As required by federal law, Maryland operates a fraud and abuse prevention and detection program. Currently, these functions are operated through its Office of Medicaid Program Integrity Unit in the Department's Office of the Inspector General (OIG).

The purpose of SURS is to produce claim reports data for use by the Medicaid, Program Integrity, Federal, and other State agencies. The SURS provides comprehensive profiles of the utilization of services by Providers and recipients of the Medicaid Program who deviated from predefined criteria for the purposes of analysis and review. These reports are used to assist in the detection of program fraud and abuse, monitor quality of services, and provide a function for the development of program policy.

2.2.1 Current Environment

The Program Integrity Unit has historically used a range of methods including routine and ad hoc statistical analyses to identify billing errors, claims abuse, and potential fraud. The growth of data availability from local, State, and federal sources has made it impossible to make use of these statistical analyses without implementing advanced technologies.

The Surveillance Utilization Review Subsystem (SURS) Data Analysis Unit is a Division within the Program Integrity Unit performing utilization review activities established to identify, prevent, detect, and correct potential occurrences of fraud, waste and abuse. The SURS Data Analysis Unit is responsible for the development and maintenance of the SURS Control File. The SURS Control File is a data store that includes all adjudicated claims/encounters, provider data from provider subsystem and recipient data from recipient subsystem. (All data listed in Appendix 8 through 16). This file drives the SURS reports that are a federally required component of the MMIS. The SURS Data Analysis Unit is responsible for interpreting the files to ensure that accurate and proper reimbursement has been made for care, services and/or supplies that have been provided to a recipient, and for which a Provider has received payment and assuring continued compliance with the Federal guidelines for the State of Maryland. Utilization review activities may be conducted prior to payment, following payment, or both.

The data for the SURS reports is derived from the Medicaid claims information (FFS Provider/recipient) and Encounter Data (Managed Care Organization Provider/recipient), recipient eligibility information and Provider information.

2.2.1 State Staff and Roles

The Contract Monitor and the State Project Manager will coordinate implementation of the Contract with the Contractor. The Contract Monitor or designee will be the primary point of contact for the Contractor.

2.2.2 Other State Responsibilities

- A. The Department is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.
- B. The Department will provide the Contractor with monthly interface files. The Department will exchange interface files ([Attachment P](#)) with the Contractor via Connect:Direct ([Attachment Q](#)). The Department will work with the Contractor to test each SURS interface necessary to meet the requirements of this RFP. File layouts for each interface file listed in Attachment P can be found in Appendix 8-16 in this RFP. These interface files include:
 - 1) Claims Extract – Contains all paid FFS claims and all paid and denied Encounter claims for a specific reporting month with dates of service within previous six (6) years.
 - 2) Provider Extract - Contains all FFS and MCO network Providers with only the most recent enrollment status and their basic demographic information.
 - 3) Recipient Extract - Contains all unduplicated active recipients for the past two years and their basic demographic information.
 - 4) Head-of-Household Sequence - Contains all unduplicated active recipients for the past two years and their basic demographic information with unique Recipient Case ID.
 - 5) Recipient Enrollment - Contains all recipients, claims detail and their basic enrollment details.

- 6) MCO Enrollment - Contains all capitated MCO recipients, claims detail and their basic enrollment details.
- 7) ICD-9 Procedure Code Extract - Contains all ICD-9 Procedure Code from the Procedure Master table for Procedure Type of Service 'S' and all ICD-10 Procedure Code from the Procedure Cross Reference Master table.
- 8) HCPCS Procedure Code Extract - Contains all Procedure Code from the Procedure Master Table base on Procedure Type of Service '1'.
- 9) Revenue Code Extract - Contains all Revenue Codes from the Procedure Master table base on Procedure Type of Service 'I' or 'O.'
- 10) Diagnosis Code Extract - Contains all ICD-9 Diagnosis Code from the Diagnosis Master table and all ICD-10 Diagnosis Code from the Diagnosis Cross Reference Master table.
- 11) Drug Extract - Contains all Drug codes from Drug Master Table active within past six years.

2.3 Contractor Responsibilities and Tasks

2.3.1 Contractor Responsibilities

2.3.1.1 Contractor Planning Responsibilities

The Contractor shall ensure that the SURS System Implementation Phase (Section 3.1.3) includes all activities from Notice to Proceed (NTP) to the point of "Approved/Go-Live". The Contractor shall finish all implementation phase requirements and deliverables within three (3) calendar months of the NTP.

The Offeror shall submit an initial Work Plan with the Technical Proposal. Within 10 business days of Contract award, the Contractor's Project Manager must submit a Final Work Plan to the MDH Contract Monitor for final approval. This Work Plan must be in agreement with the activity-specific Work Plan included in the Contractor's Proposal and accepted by the State for the Contract, and must, at a minimum, include the following:

- Provide an activity-specific organization structure, including subcontractors, if any.
- Provide a staffing table with names and titles of staff assigned to each activity.
- Provide a breakdown for each activity that shows tasks and process flows, systems requirements and functionalities, timelines and reports, and staff resources required and allocated to each.
- Create an initial SURS Control file, a data store that includes all adjudicated claims/encounters, provider data from provide subsystem and recipient data from recipient subsystem. Importing all data in the files listed in Appendices 8 through 16 to be approved by the Contract Monitor.

2.3.1.2 SURS System Requirements

The Contractor shall:

- A. Perform exception processing allowing for identification and ranking of outlier activity.
- B. Perform the necessary export/import, transformation, and load process.

- C. Create a monthly SURS Control file by importing all data in the files listed in Appendices 8 through 16.
- D. Provide access to the system for a maximum of 25 users, concurrently.
- E. Provide access to the data for report generation.
- F. Provide analytic tools that assist in uncovering potential fraud, unusual referral patterns, and their related associations, including geo mapping and link analysis of the recipients served by a Provider(s).
- G. Provide tools that must be user friendly, on-line “point and click” Graphic User Interface (GUI), for reporting parameter maintenance. Tools should provide, at a minimum flexible and easy access to several years of paid claims history data, ability to query promptly and multidimensional ability to query real time data; and access to statistical summaries, trending patterns, and profiling.
- H. Allow users to view SURS and SURS reports from desktop PCs and include on-line report viewing, selecting, archiving, and retrieval.
- I. Provide integrated additional data sources and create a fraud and abuse risk score that includes subcomponents that may be independently analyzed. The additional data sources must include information sufficient to identify relationships between organizations, corporations, and individuals such as association by marriage, familial relation, common business ownership, and professional associations. The subcomponents must include risks related to finances (e.g., judgments, liens, foreclosures, bankruptcies, and Universal Commercial Code (UCC) filings), criminal history, and association with other high-risk individuals or entities, as well as other adverse findings such as a loss of a professional license or discipline history.
- J. Allow the user to design an Algorithm from inception, and also have the ability to edit a pre-existing Algorithm for future use without affecting the integrity of past results received from said Algorithm.
- K. Provide a mechanism to execute reoccurring Algorithms on a periodic basis (i.e., monthly, quarterly, and annually). Examples provided below:
 - 1) Annual death match;
 - 2) Provider disenrollment match;
 - 3) In-patient hospital matches;
 - 4) Long-Term-Care (LTC) matches.
- L. Provide notification via email to the user specifying:
 - 1) Completion of any requested report;
 - 2) Reminder of any routine reoccurring Algorithm reports; and
 - 3) Results totaling fields (ex. #of claims, # of recipients, # of Providers)
- M. Provide a SURS that is flexible and integrate with other MMIS modules as they are deployed, with no additional cost to MDH. The Offeror’s proposal shall include how proposed system will be modified as new MMIS modules are implemented.
- N. Integrate current and any future State-owned data, such as, but not limited to, the following:
 - 1) MMIS/DSS;

- 2) Medicaid Managed Care Organization Provider networks;
 - 3) State professional licensure data (ex. Board of Physicians, Board of Nursing, Board of Pharmacy, etc.);
 - 4) Public Record Data; (ex. Courts, Motor Vehicle Administration, Division of Vital Records, Board of Dental Examiners, etc.);
 - 5) Development Disabilities Administration of MDH;
 - 6) Behavioral Health Administration of MDH.
- O. Integrate other federal data, at a minimum, at no additional cost to MDH:
- 1) The current U.S. General Services Administration (GSA)-administered Excluded Parties List System (EPLS) and the System for Award Management (SAM) systems;
 - 2) U.S. Health and Human Services, Office of Inspector General (HHS OIG) - administered List of Excluded Individuals and Entities (LEIE); and
 - 3) As available, Internal Revenue Service, Medicare, and the Social Security Master Death File;
 - 4) The State Data Center Resource (SDRC) for states that integrate Medicare and Medicaid.
- P. Provide pattern analysis with the capability to include, at a minimum:
- 1) Social relationship link analysis and visual display capability;
 - 2) Entity relationship analysis and discovery;
 - 3) Directed expansion of relationship mapping;
 - 4) Geographical relationship analysis; and
 - 5) Map integration with customization.
- Q. Proactively detect fraud, waste, and abuse through the following methods:
- 1) Alert or flag user about activity the system determines anomalous based on data clusters;
 - 2) Customizable alert thresholds based on user need;
 - 3) Quarterly Algorithm and detection model updates; and
 - 4) Algorithm refinement based on user feedback loop.
- R. Design, edit and run Algorithms from the SURS Control File and other integrated files that identify statistical outliers and describe patterns of claims that may indicate fraud and abuse to create a Program Integrity Use File. Conduct active pattern and fraud scheme analysis and provide investigation-ready leads for Program Integrity Unit or for referral to other agencies. The Department defines "investigation-ready leads" as information referred to the Department that has undergone a preliminary analytic review by the Contractor, and whereby the Contractor has identified suspicious behavior patterns, determined the reason or methodology for the suspicion, and provides recommended actions. Outside data sources should be included in the development of any leads.
- S. Prepare the SURS Control File to use within three (3) Business Days after receipt from the Department.

- T. Be aware of emerging fraud schemes or new manners in which fraud schemes are perpetrated.
- U. Host the advanced data analytics operation with State-owned data, uploaded to the Contractor via Connect:Direct, going back six (6) years and refreshed at least monthly.
- V. Provide updates/upgrades to the Department of all new releases and bug fixes for any software developed, published or provided by the Contractor and made available to its other customers, at no additional charge. This also applies to software provided by the Contractor from other entities. The solution software shall run the current version unless the Contract Monitor directs the Contractor not to install a software release. However, the system shall not be 2 releases older than the current release.
- W. Provide maintenance and operations support for activities, including but not limited to, batch processing, product configurations and approved data corrections.
- X. Set-up and maintain all instances of the Solution as required, such as development, integration, training, staging, User Acceptance Testing (UAT), production, and any others as are determined necessary by the State.
- Y. Provide regular and emergency maintenance as required. Maintenance that requires outages shall be performed outside of normal State business hours. Any emergency maintenance that requires downtime during system availability/support hours shall first be approved by the Contract Monitor or designee, if reasonably possible.
- Z. Provide regulatory updates at no additional cost.
- AA. The Contractor shall notify the Contract Monitor when new data standards are identified to ensure that the new SURS Subsystem is current in its ability to accept and appropriately employ new standards and requirements as the changes and enhancements occur or become available.
- BB. Provide staff proficient in leveraging data and analytics in the detection of fraud and abuse, to include, at a minimum, clinical analytics, data mining, administrative claims, and innovative statistics and models.
- CC. Notify Contract Monitor within 24 hours of any “investigation-ready leads” when identified.

2.3.1.3 Interface Management and Technical Requirements

- A. Interface files (ATTACHMENT P) will be exchanged with the Contractor via Connect: Direct (Appendix Q). File layouts for each interface file listed in Attachment P can be found in Appendix 8 - 16 in this RFP. If the Contractor or a third party requires a proprietary format, the Contractor shall receive prior approval from the Department before using it.
- B. The Contractor shall implement, maintain, and support all interfaces and file exchanges (See ATTACHMENT P for a list of interfaces).
- C. The Contractor shall develop a monthly report similar to Appendix 20 to show results of the interface extract and the creation of a Control File.
- D. The Contractor shall develop and submit for approval, an Interface Management Plan 10 days following the kick-off meeting. The Interface Management Plan describes how the Contractor will work with the Department and its business partners to identify, track, develop, test, implement, maintain, and operate all interfaces in Attachment P necessary to meet the requirements of this RFP.

- E. The Contractor shall track and document the successful development and testing of all interfaces necessary to meet the requirements of this RFP. The Contractor shall submit the documented Interface Test Results deliverable accompanied by a cover letter 14 days prior to the work plan's Go-Live date that lists all interfaces tested and attests to their successful testing. A final Interface Test Results deliverable is due at Go-Live and will require the Department's Contract Manager's approval.
- F. The Contractor shall perform all testing necessary to ensure that files are loaded and updated correctly and accurately on a timely basis.
- G. The system shall be online and accessible during normal business hours, except for pre-approved scheduled downtime for system maintenance.
- H. The Web Portal functionality required to meet the requirements of this RFP shall be available 24 hours per day and seven (7) days per week, and 365 days a year.
- I. The Contractor shall notify within fifteen (15) minutes the Contract Monitor of any interface connectivity problems that cause interference with normal business operations with an estimated time of connectivity.
- J. The system shall communicate with internal Department systems using connectivity identified in Attachment P Interface Listing under 'Transmission Method' for each file that is to be exchanged between the Department and the Contractor. For 'Transmission Method' Connect: Direct see Attachment Q for information.
- K. To support the State's goals of greater interoperability amongst State systems, the solution provided by the Offeror shall have the ability to communicate via RESTful APIs. The proposed solution approach shall include the data governance framework covering the below activities:
 - 1. Data Quality - The proposed solution shall comply with the State and Federal data regulations/policies and other data requirements that effectively support the operations of corresponding lines of business, with high quality of data, e.g. completeness, accuracy, consistency, timeliness and conformity, etc.
 - 2. Data Integration - The proposed solution shall provide features that support data integration and data exchange via (RESTful) APIs and third-party data integration solutions.
 - 3. Data Security - The proposed solution shall effectively protect the data, including PII and/or PHI data if applicable, in-transit and at-rest; and it shall provide logging and auditing features that allow reconstruction of the sequence of events that occurred at the time of security breach with information such as who, when, where, what and how, etc.

2.3.2 Web Portal

The Contractor shall provide a web-based system that meets Medicaid Information Technology Architecture (MITA) interoperability requirements that can seamlessly integrate and coordinate with other Medicaid Management Information System (MMIS) resources, and the Data Warehouse. The Contractor shall provide system enhancements throughout the life of the Contract. The Department, at its sole discretion, may permit the system to be no more than two (2) enhancements behind the then-current available version. Additionally, all enhancements shall be made available to the Department at no cost.

- A. The Contractor shall design, develop, implement, operate, and maintain a Web Portal in accordance to the requirements of this RFP.

- B. The Web Portal shall include links to other sites, downloadable documents, and contact information provided by the Contractor.
- C. The Web Portal shall grant the Department secure access to reports, training material, and other documents as determined by the Department. The design and security of the Web Portal shall be based upon industry best practices, including current information security standards and the Maryland Department of Information Technology Information Security Policy.
- D. The Web Portal shall provide the Department staff with secure, role-based access to all SURS reports, user manuals, policy guides, laws, regulations, Contractual documents, forms, templates, and other documents as defined by the Department.
- E. The Web Portal shall be compliant with all applicable usability standards, such as the American Disabilities Act (ADA), Older Americans Act, and the current Rehabilitation Act.
- F. The Web Portal shall be user-friendly and easy to navigate, including such features as:
 - 1) Graphical control elements such as “breadcrumbs” used as a navigational aid in user interfaces and on Web pages allowing users to keep track and maintain their location within programs, documents, or websites.
 - 2) Ability to organize multiple open windows using standard methods such as cascade and tile.
 - 3) Browser-independence, if the browser has broad usage and is in the latest version.
 - 4) Mouse point-and-click and “hovering” capabilities.
 - 5) Online Frequently Asked Questions (FAQ) organized by topic.
 - 6) The Contractor shall maintain archives of posted announcements, banner messages and alerts including the date and message.
- G. The Web Portal shall post announcements and/or alerts at user sign-on. Users shall be required to acknowledge the announcement so that it is not repeatedly displayed at subsequent sign-ons.
- H. The Contractor shall send an email alert to the Contract Monitor if the solution goes off line. See Section 2.6.8 Problem Response Definitions and Time.
- I. The Web Portal shall have automatic log off for registered users after a set amount of inactivity, as defined by the Contract Monitor. A warning message shall be displayed prior to session timeout.
- J. The Web Portal shall provide online access to Provider handbooks, policies, procedures, historical project documents and other documentation and databases, as deemed appropriate by the Department and as needed by the Contractor in order to provide services under this Contract.
- K. The Web Portal shall provide banner messages and/or alerts to inform users of technical issues and emergency downtime and issue resolution.
- L. The Web Portal shall provide a technical support helpdesk reporting system so that users can report any issue regarding the use of system. (ex. Login, or other connection issue)

2.3.3 Reports

The Contractor shall:

- A. On a monthly basis, the Contractor shall use data to examine Medicaid claims for known fraud patterns, identify suspected fraud trends, and identify areas of questionable billing practices and payment issues.
- B. Allow users to perform daily Ad Hoc queries and readable, exportable reports on Providers and recipients. Reports shall include such identifiers as project number, title, and objective or purpose of the report. It shall also provide the Department the ability to report data for both Managed Care Organization and traditional FFS delivery models through the integration of enrollment accounts and Per Member Per Month (PMPM) counts into health plan and primary care physician profiling.
- C. Allow capability to manipulate data through aggregating, grouping, sorting, filtering, and drill-downs.
- D. Perform arithmetic, algebraic, and statistical calculations;
- E. Search, sort, filter, and group by any field in the case record (ex. by date range, type of case, etc.)
- F. Provide data based Ad Hoc reports within Medicaid.
- G. Provide monthly summary reports to the Contract Monitor.
- H. All reports must have the capability to provide reporting functions that are exportable to Microsoft 365 Excel, Adobe, PDF, Google Docs and Sheets, and other commonly used reporting formats with the ability to save such documents external to the application
- I. Visual Reporting: Based on field selections, any Algorithm, provide the capability for reporting data analysis results to be visualized in multiple formats including but not limited to dashboards; tables and charts; graphs; and maps.

2.3.4 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards, and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx> ;
- B. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov>- keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: <http://doit.maryland.gov/epmo/Pages/ProjectOversight.aspx>;
- E. National Correct Coding Initiative Edits (NCCI) at: <https://www.cms.gov/Medicare/Coding/NationalCorrectCodInitEd/index.html>

- F. National Drug Code at:
https://www.google.com/search?q=national+drug+code&rlz=1C1GGRV_enUS751US751&oq=National+Drug+&aqs=chrome.1.69i57j0l5.13567j0j8&sourceid=chrome&ie=UTF-8
- G. Medicaid Information Technology Architecture (MITA) at:
<https://www.medicaid.gov/medicaid/data-and-systems/mita/index.html>
- H. Maryland Sanctioned Provider List at:
<https://mmcp.health.maryland.gov/Pages/Provider-Information.aspx>
- I. LEIE – List of Excluded Individuals and Entities at:
https://oig.hhs.gov/exclusions/exclusions_list.asp
- J. Code of Federal Regulations Title 42 Public Health at:
https://www.ecfr.gov/cgi-bin/text-idx?SID=d473906d71461579cfff55ce9238d1ae&mc=true&tpl=/ecfrbrowse/Title42/42tab_02.tpl
- K. The Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute’s Project Management Body of Knowledge Guide (PMBOK).

2.3.5 Product Requirements

No international processing or development of any application of State data is permitted. As described in Section 3.7 Security Requirements, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.

2.3.6 SURS Operations, Maintenance and Support

- A. The Contractor shall ensure that maintenance coverage includes, at a minimum, the services listed below at no additional cost to the State:
 - 1) Equipment and/or software remain compatible with the interfacing of any of the current and future Department systems or any third-party software used by the Department to perform business functions.
 - 2) Enhancements and modifications of the product shall be provided:
 - a) As a result of ongoing maintenance;
 - b) As required to correct malfunctions, defects, or operational problems;
 - c) As required as a matter of federal law or regulation in connection with MDH’s business or policies and standards.
 - 4) Working with the Department, provide data specifications to enhance a claim(s)/encounter(s) record that provides users with the ability to augment traditional MMIS mainframe claim and encounter data with additional recipient and Provider information not typically present on the claim(s)/encounter record.
- B. The following detailed below are the Operation and Maintenance requirements associated with the Scope of Work of this RFP. Operations Management and Systems Maintenance involves the planning, organizing, management, and constant improvement of the daily activities required for the Contractor with the expressed approval of the Contract Monitor to effectively provide services in compliance with the requirements of this RFP and change orders or Contract modifications for the term of the Contract.

- 1) The Contractor shall be responsible for all aspects of the implementation, operations, and maintenance of the SURS. Provide support and maintain all hardware and software necessary for the operation of the SURS. SURS Operations, maintenance, and support shall be in accordance with the SLA (See RFP Section 2.5).
- 2) Up-time service levels for this system shall be 24/7. Support call response shall be received within 3 hours, after a placed service support call from the Contract Monitor or Designee during Normal State Business Hours. Upon implementation, the Contractor shall staff a support line from 8 am to 5 pm Eastern time, Monday through Friday, excluding State holidays.
- 3) Scheduled maintenance and downtime shall only occur during non-Normal State Business Hours. The Contractor shall provide 14 calendar days' notice prior to any scheduled downtime.
- 4) User Support (Help Desk)
 - a) Upon implementation, the Contractor shall furnish Help Desk services for the Department.
 - b) Contractor shall utilize a help desk ticketing system to record and track all help desk calls. The ticketing system shall record with a date and timestamp when the ticket was opened and when the ticket was closed.
 - c) Contractor shall respond within three (3) hour to all support inquiries.
 - d) Contractor shall be responsible for resolving problems, formally documenting, and reporting to Contract Monitor or Designee any performance, malfunction, or deviation from the approved technical specifications of the equipment and software, including any compatibility problems with third party software, or operating system software. Proposed corrective action plan by the Contractor will be reviewed and approved by the Contract Monitor or Designee before the Contractor proceeds with implementation of a corrective action.

2.3.7 Contractor-Supplied Hardware, Software, and Materials

- A. By responding to this RFP and accepting a Contract award, the Offeror specifically agrees that for any software, hardware or hosting service that it proposes, the State will have the right to purchase such item(s) from another source, instead of from the selected Offeror.
- L. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- M. The State shall be permitted limited user-specific application configuration settings.
- N. The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.
- O. All upgrades and regulatory updates shall be provided at no additional cost.
- P. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Contract.
- Q. The Offeror shall install and provide all documentation for the software furnished under the Contract.

2.4 Deliverables

2.4.1 Deliverable Submission

- A. B. The Contractor shall submit via email to the Contract Monitor, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here (See Appendix 19):
http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office (2007 or greater), Microsoft Project or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the Contract Monitor and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- E. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.4.3 Minimum Deliverable Quality. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Final versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.4.3 Minimum Deliverable Quality.

2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.4.4 Deliverable Descriptions/Acceptance Criteria.
- C. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- D. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the Contract Monitor, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- B. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.4.3 Minimum Deliverable Quality

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable’s content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each Section of the deliverable, include only information relevant to that Section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings, or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- E. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.4.4 Deliverable Descriptions/Acceptance Criteria

Deliverables shall be provided as set forth in the Table 2 below. In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

Deliverables Summary Table*

IMPLEMENTATION PHASE DELIVERABLES		
Deliverable Description	Acceptance Criteria	Due Date / Frequency
Problem Escalation Procedure (PEP)	See Section 3.8	Due 10 Days after the Notice of Recommendation
Implementation Phase	See Section 3.1.3 A	Conduct a Kick-Off meeting within five (5) Business Days of Notice To Proceed (NTP).
	See Section 3.1.3 B.1	Begin implementing the SURS within 20 business days of receiving the Notice to Proceed (NTP).

Initial SURS Control File	See Section 2.2.1	Initial File due 60 days after Kick-Off
Work Plan	See Section 3.1.1	Final due 10 days after Kick-Off
Staff Training Plan	See Section 3.1.4 C	Final version due 30 calendar days after Kick-Off
Security Management Plan	See Section 3.1.3 B	Draft due within 25 days of Kick-Off. Final version due 30 calendar days after Kick-Off
Interface Management Plan	See Section 2.3.1.1	Final due 10 days after Kick-Off
Interface Test Results	See Section 2.3.1.3 E	At least 14 calendar days prior to go-live date. Final due on Go-Live date.
Final Work Plan	See Section 3.1.1	Due 10 Days after NTP
User Manual	See Section 3.1.4	Electronic Draft due 15 Days after NTP Final 1 week prior to UAT
UAT Results	See Section 3.1.4	1 week after UAT is complete
Weekly Status Reports	See Section 3.1.3 B.3	Tuesday following the reporting period. Weekly from NTP thru Go-live + 4 weeks.
End of Implementation Phase Status Report	See Section 3.1.3 B.4	5 days prior to Go-Live

OPERATIONS PHASE DELIVERABLES		
Deliverable Description	Acceptance Criteria	Due Date / Frequency
Monthly SURS Control File	See Section 2.2.1	Monthly - 3 Business days after receipt of the monthly extract files.
Program Integrity Use File	See Section 2.3.1,2 A	Monthly - 3 Business days after receipt of the monthly extract files.
End of Contract Transition-Out Plan	See Section 3.2	Draft – 180 days prior to end of base contract or last option. Final Due 120 days prior to end of base contract or last option.

*The deliverables summary table may not list every contractually-required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

2.5 Service Level Agreement (SLA)

The Contractor shall have in place processes to monitor and report against all performance standards. The Contract Monitor shall actively participate with the Contractor to approve the results, request corrective actions, and assess damages as necessary.

The Department reserves the right to find that the Contractor had reasonable cause for failure to meet a SLA. In such cases, the Department will not hold the Contractor liable for the damages. The Department’s election not to invoke remedies in any instance of SLA deficiency must not be deemed to be a waiver of the Department’s right to invoke remedies in any other instance.

Enforcement of damages does not preclude the Department from pursuing additional legal action afforded under the Contract and deemed necessary by the Department to ensure compliance.

Requirement #	SLA	Requirement	Credits
2.3.1.2 S	Monthly SURS Control File	The Contractor shall have the SURS Control File ready to use within three (3) Business Days after receipt from the Department.	10% of the monthly Operations, Maintenance, and Support invoice. 5% each additional day SURS Control File not ready not to exceed 25% total credit to total monthly invoice amount.

2.5.1 Definitions

- A. A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.
- F. “Problem resolution time” is defined as the period of time from when Contractor is notified by the Department of a problem to when the problem is deemed resolved by the Department.
- B. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in Attachment B, Financial Proposal Form, invoiced during the month of the breach for the monthly fixed services, or, in the event of annual billing, 1/12 of the annual invoice amount Financial Proposal Form.

2.5.2 SLA Requirements

The Contractor shall:

- A. Be responsible for complying with all performance measurements and shall also ensure compliance by all subcontractors.
- B. Meet the Problem response time and resolution requirements as defined in Section 2.6.8.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. Log Problems into the Contractor’s help desk that it maintains software and assign an initial severity (Emergency, High, Medium, or Low as defined in **Section 2.6.8**).
- E. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Department personnel shall be notified when a Problem is resolved.
- F. The Department shall make the final determination regarding Problem severity.
- G. Contractor shall review any Problem with the Department’s Contract Monitor to establish the remediation plan and relevant target dates.

2.5.3 SLA Effective Date (SLA Activation Date)

- A. SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the implementation.
- B. Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

2.5.4 Service Level Reporting

The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be available by the 10th of the month after the month being reported.

- A. The Contract Monitor or designee will monitor and review Contractor performance standards monthly, based on Contractor-provided reports for this Contract.
- B. The Contractor shall provide a monthly summary report for SLA performance via e-mail to the Contract Monitor.

- C. If any of the performance measurements are not met during the monthly reporting period, the Contract Monitor or designee will notify the Contractor of the standard that is not in compliance.

2.5.5 SLA Service Credits

Time is an essential element of the Contract. Contractor’s failure to meet an SLA will result in a credit, as service credits and not as a penalty, to the Monthly Charges payable by the State for the month of the breach. The credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charges were \$100,000 and one SLA was missed, with an applicable 4% credit, the credit to the monthly invoice would be \$4,000, and the State would pay a net Monthly Charge of \$96,000.

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to the State for the Contractor’s failure to satisfy its service level obligations.

2.5.6 Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

In addition, for each ‘Emergency’ or ‘High’ priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

2.5.7 Service Level Measurements Table (System Performance)

The Contractor shall complete the table below with its proposed service level metrics and SLA credits. The Contractor shall comply with the service level measurements in the following table:

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit (% of monthly invoice)
1	Problem Response Time – High	Average Response Time for High Priority Problems.	98% <15 mins	1%
2	Problem Response Time - Normal	Average Response Time for Normal or Low Priority Problems	98% <2 hours	1%
3	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98% <4 hours	1%

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit (% of monthly invoice)
4	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems.	98% <24 hours	1%
5	Problem Resolution Time - Low	Resolution Time for Low Priority Problems.	98% <72 hours	1%
6	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	<99.5%	1%
7	Disaster Recovery	Contractor shall provide recovery and continuity of operations within 24 hours of a system/network failure.	48 hours	25%

**The definitions of High, Normal, and Low are in Section 2.6.8.

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Contract, provided that such reallocation will not exceed the cap identified in Section 2.6.5.

2.5.8 Problem Response Definitions and Times

The Contractor shall meet the Problem response time and resolution requirements.

The Contractor shall provide a monthly report to monitor and detail response times and resolution times.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes	Within 2 hours of first report	24 hours per day, seven days per week	Major portions of the System are inaccessible, Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired. To include <<Claimants and Employers>>
High	Less than 30 minutes	Within 4 hours after first report	24 hours per day, seven days per week	Major portions of the System are inaccessible, Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users <<Claimants & Employers>> Affects high profile users (i.e., executive management)

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Normal	Within 2 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7 am -7 pm	Specific non-critical features are not operating as specified. Systems or users are unable to perform a small portion of their job but are able to complete most tasks.	Affects a number of users
Low	Within 2 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7 am -7 pm	Lower priority features that can be done manually are not operating as specified. Often a request for service with ample lead time.	Affects a number of users

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

3.1.1 Project Work Plan

The Contractor shall submit a Work Plan. The Work Plan must be in agreement with the activity-specific Work Plan included in the Offeror's Proposal and accepted by the State for the Contract, and must, at a minimum, include the following:

- A. All tasks to be performed by the Contractor and the Department during the implementation phase through operations.
- B. Provide a breakdown for each activity that shows tasks and process flows, systems requirements and functionalities, timelines and reports, and staff resources required and allocated to each.
- C. Expected dates of completion.
- D. Plans shall not be utilized until approved by the Department.
- E. The Contractor shall hold weekly status meetings during the implementation stage unless otherwise approved by the Contract Manager.

3.1.2 Transition In-Phase

- A. During Implementation, the Contractor shall:
 - 1) Demonstrate their understanding of the project and Contract by providing an overview of the major requirements and the Contractor's approach to meeting them;
 - 2) Maintain the project Work Plan;
 - 3) Answer any questions from the State staff;
- B. The Contractor shall demonstrate how the system meets the CMS requirements.
- C. During the three-month implementation period, the Contractor shall provide support for all of the Department's issues. Up-time service levels for this system shall be 24/7. Support call response shall be received within 3 hours, after a placed service support call from the Department during Normal State Business Hours. Upon implementation, the Contractor shall staff a support line during Normal State Business Hours.

3.1.3 SURS System Implementation Phase

The SURS System Implementation Phase includes all activities from Notice to Proceed (NTP) to the point that the Contractor receives a written notice from the State Contract Monitor that the contractor's SURS solution is approved for go-live. The Contractor shall finish all Implementation Phase requirements and deliverables within three (3) calendar months of NTP.

- A. The Contractor shall conduct a Kick-Off meeting within five (5) Business Days of Notice To Proceed (NTP). The date and time of the Kick-Off meeting shall be approved by MDH. The Kick-Off meeting will be the Contractor's opportunity to introduce Key Personnel, demonstrate its understanding of the project requirements, provide an overview of the project approach, and walk through the project schedule and draft Work Plan including key

milestones and deliverables. The Contractor shall conduct the Kick-Off meeting at 201 W Preston St., Baltimore, MD 21201.

B. The Contractor shall:

- 1) Begin implementing the SURS within 20 business days of receiving the Notice to Proceed (NTP).
- 2) Meet with the Department and the incumbent vendor to plan project activities and milestones, agree upon project timelines, validate project requirements, define quality gates, manage project changes, and test requirements.
- 3) Conduct weekly status meeting and weekly status reports.

The Weekly Status Report is prepared by the Contractor and shall be provided electronically to the Contract Monitor on the Tuesday following the reporting period. The Weekly Status Report shall at a minimum contain the following:

- a) Overall status of the project, including a project dashboard with progress metrics;
- b) Activities completed in the preceding period, including decisions reached or needed;
- c) Activities planned for the next period;
- d) Action items and issues to be resolved and resolution status;
- e) Status of risks with special emphasis on risks with potential high project exposure based on probability and impact;
- f) Schedule status, including overall schedule progress and identification of tasks in the Work Plan that are at risk for slippage, the reasons for potential slippage and the corrective action plan;
- g) Items for the Department management's attention.

4) End of Implementation Phase Status Report

At the end of the implementation phase, 5 days prior to SURS Go-Live, all Weekly Status Reports will be incorporated into an End of Implementation Phase Status report and delivered to the Contract Monitor. The End of Implementation Phase Status Report shall include the following:

- a) List of all activities completed;
- b) Interface Test Results deliverable signoff;
- c) Planned activities for the upcoming month ; and
- d) Summary of all of the Weekly Status reports.
- e) Documented approval from the Department Contract Monitor for approval of SURS Go-Live.

3.1.4 Implementation Training Requirements and User Acceptance Testing (UAT)

A. The Contractor shall:

1. Support all training activities during the implementation of the SURS.

2. Be responsible for developing and delivering comprehensive training and related documentation and materials tailored for the Department staff.
 3. Provide an electronic draft copy of the user Manual, which contains detailed information necessary to use the SURS 15 calendar days after the NTP, to the Department Data Analysis Unit Supervisor for approval.
 4. Provide a Subject Matter Expert (SME) for user level training no later than five (5) Business Days prior to system Go-Live date.
- B. For UAT testing and training:
1. Support the Department on all aspects of UAT including training, test case identification, test case creation, converting and providing test data, providing all testing materials and documents, and providing technical support.
 2. Provide a final copy of the user manual one (1) week prior to UAT to be tested against the system to ensure accuracy and completeness during UAT.
 3. Provide a UAT test environment(s) that mirrors production and utilizes converted data.
 4. Provide the results of User Acceptance Testing within one (1) week of its successful completion along with a letter for confirmation by the Department for documenting that the milestone has been completed and included as part of the End of Implementation Phase Status report.
 5. Conduct testing onsite at 201 W. Preston St., Baltimore, MD 21201.
 6. Provide Subject Matter Experts (SME) for testing purposes, for assistance with Algorithms, and IT related matters.
 7. Provide a log to document all defects noted during the testing period have been corrected and approved by the Department.
- C. On-going Training
1. Provide training to twenty-five (25) Department staff.
 2. All training sessions will be held onsite at 201 West Preston St., Baltimore MD 21201.
 3. Provide up to five (5) days of annual onsite training as designated by the Contract Monitor.
 4. Provide training for any upgrades promoted into production. Format of training will be determined by the Contract Monitor
 5. Provide any one-on-one training to any new staff that may join the Department outside of normal yearly training. This training can be done through webinars.

3.2 End of Contract Transition

- 3.2.1** The Contractor shall remove all State-owned data from their system and provide certification of such in a mutually agreed format.
- 3.2.2** The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

- 3.2.3** The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
- A. The Contractor shall provide a draft Transition-Out Plan 180 Business Days in advance of base Contract end date or last option. Final Due 120 days in advance of base Contract end date or last option.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1. Any staffing concerns/issues related to the closeout of the Contract;
 - 2. Communications and reporting process between the Contractor, the Department, and the Contract Monitor; and
 - 3. Security and system access review and closeout.
 - C. The Contractor shall work with the Department and the incumbent vendor to plan project activities and milestones, agreed upon project timelines, validate project requirements, define quality gates, manage project changes, and test requirements.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor with copy to Kimberly Quick at e-mail address: Kimberly.quick@maryland.gov.
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. Invoices submitted without the required information cannot be processed for payment. To be considered a Proper Invoice, in addition to satisfying the requirements of COMAR 21.06.09.01 and .02, invoices must include the following information, without error:
 - 1. Contractor name and address;
 - 2. Remittance address;
 - 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4. Invoice period (i.e., time period during which services covered by invoice were performed);
 - 5. Invoice date;
 - 6. Invoice number;
 - 7. State assigned Contract number;
 - 8. State assigned (Blanket) Purchase Order number(s);
 - 9. Goods or services provided;
 - 10. Amount due; and
 - 11. Any additional documentation required by regulation or the Contract.
- D. Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.
- E. The Office of Enterprise Technology / Medicaid reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all

required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

- F. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

The Contractor shall submit invoices no later than the 15th day of the month following the month in which services were performed. The Contractor shall submit all invoices in a format approved by the Department.

The invoice will be evaluated by the Contract Monitor and may be adjusted in accordance with any SLA credits per Section 2.5.5.

3.3.3 Deliverable Invoicing

Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf).

Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in Section 2.4.

3.3.4 For the purposes of the Contract an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.3.5 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1.1 MBE Liquidated Damages

Not applicable because there is no MBE goal for this RFP.

3.4.1.2 Liquidated Damages other than MBE.

See Service Level Agreements in Section 2.5.

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. The Contractor shall maintain a secure site and a secure back-up site within the continental United States.
- B. The Contractor shall be responsible for all costs associated with supporting a secure site and a secure back-up site and ensuring that a secure site and a secure back-up site comply with all State and Federal requirements.
- C. Services under this Contract shall be restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. Contractor shall describe in its Proposal its disaster recovery approach, including an explanation how the data will be recoverable;
- E. Be responsible for the compatibility of all components that comprise the operating system.
- F. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of this Contract do not limit the Contractor's obligations under this provision.
- G. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- H. The Contractor shall furnish a DR site. The DR site shall be at least 100 miles from the primary operations site and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- I. The contingency and DR plans must be designed to ensure that services under this Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- J. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service.

Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.

- K. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract. t

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or
 - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases, and derived data products created, collected, manipulated, or directly purchased as part of an RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate State statutes and regulations.
 - 1) Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder, or (4) at the State's written request.
 - 2) The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
 - 3) At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents, or employees – be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
 - 4) The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

- 3.5.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

- 3.6.1 The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual

aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.

- B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
- C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Department should be added as a “loss payee.”
- D. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.
- E. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

3.6.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.

3.6.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

3.6.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

3.7 Security Requirements

The following requirements are applicable to the Contract:

3.7.1 Employee Identification

- A. Contractor Personnel shall display their company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State visitor pass issuance.

- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.7.2 Security Clearance / Criminal Background Check

- A. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel. This check may be performed by a public or private entity.
- B. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).
- C. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

3.7.3 On-Site Security Requirement(s)

- A. Failure to comply with the following may result in Contractor Personnel being barred from entering or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.

- B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- C. Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.7.4 Information Technology

The Contractor shall:

- A. Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see Section 3.7.5);
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- C. The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State, and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.7.5 Data Protection and Controls

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network, and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
 - 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in Section 3.7.5.
 - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software,

- disabling, or removing unnecessary services, removal of unnecessary user names or logins, and the deactivation of unneeded features in the Contractor's system configuration files.
- 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
 - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
 - 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
 - 6) Encryption Algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 - 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
 - 8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under the Contract.
 - 9) Ensure system and network environments are separated by properly configured and updated firewalls.
 - 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
 - 11) By default, "deny all" and only allow access by exception.
 - 12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
 - 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 15) Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel to access State data remotely only as required to provide technical support.
- 16) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

3.7.6 Security Logs and Reports Access

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

3.7.7 Security Incident Response

- A. The Contractor shall notify the Department when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident, or a Data Breach as follows:
 - 1) Notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, Department chief information officer and Department chief information security officer;
 - 2) Notify the Department within two (2) hours if there is a threat to Contractor's Solution as it pertains to the use, disclosure, and security of State data; and

- 3) Provide written notice to the Department within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. Contractor's notice shall identify:
- 1) the nature of the unauthorized use or disclosure;
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law, or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.8 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the Contract Monitor within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with the State to investigate and resolve the Data Breach
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as

reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

3.7.9 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

3.7.10 Provisions in Section 3.7 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Section 3.7 (or the substance thereof) in all subcontracts.

3.8 Problem Escalation Procedure

3.8.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

3.8.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

3.8.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- A. The process for establishing the existence of a problem;
- B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- D. Expedited escalation procedures and any circumstances that would trigger expediting them;
- E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- G. A process for updating and notifying the Contract Monitor of any changes to the PEP.

3.8.4 Nothing in this Section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.9 SOC 2 Type 2 Audit Report

3.9.1 A SOC 2 Type 2 Audit applies to the Contract. The applicable trust principles are: Security, Availability, and Confidentiality as defined in the aforementioned guidance.

3.9.2 In the event the Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the State under the Contract, the Contractor shall have an annual audit performed by an independent audit firm of the Contractor's handling of Sensitive Data or the Department's critical functions. Critical functions are identified as all

aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the “Information Functions and Processes.” Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Audit” or “SOC 2 Report”). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.
- B. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in Section 3.7, relevant to the trust principles identified in 3.9.1: as defined in the aforementioned Guidance.
- C. The audit scope of each year’s SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
- D. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor or essential support to the Information Functions and Processes provided to the Department under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
- E. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Department.
- F. The Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
- G. If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information

- Functions and Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- H. If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in Section 3.9.2.A, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor and under the Contract. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s) and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the Contractor.
- I. Provisions in Section 3.9.1-2 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Section 3.9.1-2 (or the substance thereof) in all subcontracts.

3.10 Experience and Personnel

3.10.1 Offeror and Personnel Minimum Qualifications

To be considered for award, the Offeror must demonstrate the following in the proposal.

Experience is expected and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability, and references evaluation factor from Section 6.2):

A. Offeror Experience

Experience providing a SURS solution for a Medicaid state agency, including the operations and maintenance of the SURS for one (1) client for at least three (3) consecutive years.

B. Personnel Experience

The following position to be identified in the Technical Proposal will be considered Key Personnel and shall be required to meet the qualifications stated below. Resumes must be submitted on form in Appendix 3 and clearly outline start and end dates for each applicable experience.

- 1) Project Manager – Key Personnel (Implementation Phase only)
 - a) Previous experience successfully implementing at least one (1) SURS systems;
 - b) Current Project Management Institute (PMI) Certified Project Management Professional (PMP);
 - c) If not a PMP, have at least five (5) consecutive years of experience in managing or in a key management position for a government or private sector client in health care development project.

3.10.2 Labor Categories:

A. Project Manager Qualifications and Responsibilities:

- 1) Minimum of three (3) years of experience in managing or in a key management position for a government or private sector client in health care development project

- 2) Previous experience successfully implementing at least one (1) SURS solutions including SURS reporting functionality
- 3) Shall be a Project Management Institute (PMI) Certified Project Management Professional (PMP) or have at least five (5) consecutive years of experience in managing or in a key management position for a government or private sector client in health care development project
- 4) Previous experience leading and coordinating system implementation activities, including evaluation, training, and reporting.
- 5) Must be 100% dedicated to the Contract during Implementation Phase and at least 30 days after system go-live or until implementation defects are resolved as determined by the Department.

B. Contract Manager:

- 1) Senior level staff who will act as a single point of contact for the Department with overall responsibility for the Contractor's functions and must have the authority to make decisions and to resolve problems on his/her company's behalf with the State.
- 2) Designated back-ups who must be available by e-mail or telephone to respond to inquiries from the Department staff within 30 minutes of contact during every business day.

3.10.3 Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this RFP)

Substitution of experience for education may be permitted at the discretion of the Contract Monitor.

3.10.4 Contractor Personnel Maintain Certifications

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

3.10.5 Work Hours

Unless otherwise specified, the following work hour requirements are applicable:

- A. Business Hours Support: Contractor shall assign Contractor Personnel to support Normal State Business Hours (see definition in Appendix 1) Department business hours (7:00 am to 5:00 pm), Monday through Friday except for State holidays.
- B. Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities must be billed on an actual time worked basis at the rates proposed.

3.11 Substitution of Personnel

For this Contract, the Project Manager is to be identified in the Technical Proposal as Key Personnel and shall be required to meet the qualifications stated in Section 5.3.2.G.

3.11.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.

3.11.2 Definitions

For the purposes of this Section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in Section 3.11.4.

- A. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1) A detailed explanation of the reason(s) for the substitution request;
 - 2) The resume (Appendix 3) of the proposed substitute signed by the substituting individual and his/her formal supervisor;
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.11.4 Replacement Circumstances

A. Directed Personnel Replacement

- 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 3.11.4.A.2.
- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4) Replacement or substitution of Contractor Personnel under this Section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under 3.11.4.A.1, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary, and, in the State's best interests, to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph 3.11.4.A.1 of this Section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in 3.11.4.B, including transfers and promotions, the Contractor shall submit a substitution request as described in Section 3.11.3 to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) Key Personnel Replacement Due to Sudden Vacancy
 - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or

resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section 3.11.4.B.1.

- b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under Section 3.11.3 within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- 3) Key Personnel Replacement Due to an Indeterminate Absence
- a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under Section 3.11.3.
 - b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

3.11.5 Substitution Prior to and Within 30 Days after Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

3.12 Minority Business Enterprise (MBE) Reports

This Section is not applicable.

3.13 Veteran Small Business Enterprise (VSBE) Reports

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

3.14 Work Orders

This Section is inapplicable to this RFP.

3.15 Additional Clauses

The Contractor shall be subject to the requirements in this Section and shall flow down the provisions of Sections 3.15.1 – 3.15.4 (or the substance thereof) in all subcontracts.

3.15.1 Custom Software

This Section is not applicable.

3.15.2 Purchasing and Recycling Electronic Products

This Section does not apply to this solicitation.

3.15.3 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.15.4 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (Attachment A) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per vendor.
- 4.1.7 Those wishing to attend the web conference may request a meeting invitation by emailing Calvin T. Johnson at MDH.solicitationquestions@maryland.gov no later than 2:00 PM on October 27, 2019. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by November 1, 2019 at 2:00 PM local time.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (MDH OPASS# 19-18325 - The Surveillance Utilization Review Subsystem), and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.

- 4.3.3** The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

4.5 Proposal Due (Closing) Date and Time

- 4.5.1** Proposals, in the number and form set forth in Section 5 Proposal Format, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2** Requests for extension of this date or time shall not be granted.
- 4.5.3** Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4** The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5** Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6** Proposals may not be submitted by facsimile. Proposals will not be opened publicly.
- 4.5.7** Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

4.8 Public Information Act Notice

- 4.8.1** The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP Section 5.3.2.B “Claim of Confidentiality”). This information should be identified by page and Section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.8.2** Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.9 Award Basis

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 6 for further award information.

4.10 Oral Presentation

Offerors will be required to make oral presentations and demonstrations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the Proposal due date and time, best and final offers if requested (see Section 6.5.2), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

- 4.12.1** If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2** Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3** Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4** Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5** Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1** The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.13.2** The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

- 4.13.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled, and the award processed in accordance with COMAR 21.01.03.01.A(4).

4.14 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.16 Offeror Responsibilities

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see Section 4.26 "Minority Participation Goal" and Section 4.27 "VSBE Goal").
- 4.16.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g., insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as Attachment M. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as Attachment C of this RFP.

4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment N of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror’s failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.22.1 In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device.
- B. Make a false or fraudulent statement or representation of a material fact.
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.22.2 A person may not aid or conspire with another person to commit an act under Section 4.22.1.

4.22.3 A person who violates any provision of this Section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1** Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2** Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see Attachment M), should an MBE goal apply to this RFP. Additional information is available on GOSBA's website at:

<http://www.gomsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1** Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3** "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes: e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bs/>), and electronic data interchange.
- 4.25.4** In addition to specific electronic transactions specifically authorized in other Sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

A. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:

- 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer's decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror may use e-mail to:
- 1) Submit Proposals;
 - 2) Ask questions regarding the solicitation;
 - 3) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer and;
 - 4) Submit a "No Proposal Response" to the RFP.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 4.25.5 of this subsection, utilizing e-mail, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:

- A. Filing of protests;
- B. Filing of Contract claims;
- C. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
- D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

4.25.6 Any e-mail transmission is only authorized to e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.26 MBE Participation Goal

There is no MBE participation goal for this procurement.

4.27 VSBE Goal

There is no VSBE participation goal for this procurement.

4.28 Living Wage Requirements

There is no Living Wage requirement for this procurement.

4.29 Federal Funding Acknowledgement

- 4.29.1 There are programmatic conditions that apply to the Contract due to federal funding (see Attachment G).
- 4.29.2 The total amount of federal funds allocated for the Office of Enterprise Technology/Medicaid is \$6,611,250 in Maryland State fiscal year 2020. This represents 75% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.29.3 The Contract contains federal funds. The source of these federal funds is: Medicaid Care Programs Title 19. The CFDA number is: CFDA93.778. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment G. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment G and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment H) and submit it with its Proposal.
- 4.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement." Any Offeror submitting a Proposal in violation of this provision shall be classified as "not responsible." See COMAR 21.05.03.03.

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Offeror)

Certain documentation may be available for potential Offerors to review at a reading room at 201 W. Preston Street, Baltimore, Maryland 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Appendix Offeror NDA Attachment Number 17**. Please contact the Procurement Officer to schedule an appointment.

4.31.2 Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be

provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

4.32 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in Attachment J. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked Proposal.

4.33 Nonvisual Access

4.33.1 By submitting a Proposal in response to this RFP, the Offeror, if selected for award warrants that any Information Technology offered under the Proposal will meet the Non-visual Access Clause noted in COMAR 21.05.08.05 and described in detail below. The Non-visual Access Clause referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.doit.maryland.gov, keyword: NVA. Note that the State's Non-visual Access Clause has distinct requirements not found in the federal Section 508 clauses.

4.33.2 The Offeror warrants that the Information Technology to be provided under the Contract:

A. Provides equivalent access for effective use by both visual and non-visual means;

4.34 B. Will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.35 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the Proposal.

4.36 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

4.38 Bonds

4.38.1 Proposal Bond

This solicitation does not require a Proposal Bond.

4.38.2 Performance Bond

This solicitation does not require a Performance Bond.

4.38.3 Payment Bond

This solicitation does not require a Payment Bond.

4.38.4 Acceptable security

Acceptable security shall be as described below, identified within, and excerpted from COMAR 21.06.07:

- A. Acceptable security for Proposal, performance, and payment bonds is limited to:
- 1) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
 - 2) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
 - 3) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – Technical Proposal
- Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by e-mail and facsimile shall not be considered.

5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

5.2.3 Offerors may submit Proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.

A. Any Proposal received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. The State recommends a delivery method for which both the date and time of receipt can be verified.

B. For hand-delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror.

5.2.4 The Procurement Officer must receive all Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

5.2.5 Offerors shall provide their Proposals in two separately sealed and labeled packages as follows:

C. Volume I - Technical Proposal consisting of:

- 1) One (1) original executed Technical Proposal and all supporting material marked and sealed,
- 2) Four (4) duplicate copies of the above separately marked and sealed,
- 3) An electronic version of the Technical Proposal in Microsoft Word format, version 2007 or greater,
- 4) The Technical Proposal in searchable Adobe PDF format, and
- 5) A second searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see Section 4.8).

D. Volume II - Financial Proposal consisting of:

- 1) One (1) original executed Financial Proposal and all supporting material marked and sealed,
- 2) Four (4) duplicate copies of the above separately marked and sealed,
- 3) An electronic version of the Financial Proposal in searchable Adobe PDF format, and Excel.

- 4) A second searchable Adobe pdf copy of the Financial Proposal, with confidential and proprietary information redacted.

- 5.2.6** Proposals in response to this Request for Proposals shall have a maximum page limit of no more than one hundred (100) pages in length. Proposals shall be limited to a paper format size of 8 ½” x 11”. Font size of print shall be no less than 12 (twelve) with design in either Times New Roman, Arial, or Caliber. Printing on both sides of the paper is permitted, and one page printed on two sides shall be counted as two pages. All pages shall have a minimum 1” margins on the top, bottom and sides of each page. In addition to the base proposal limited to one hundred (100) pages in length as more fully specified above, offerors may submit a separate volume of attachments as part of an Appendix to supplement the base proposal. The Appendix may contain items such as drawings, reference lists, technical charts, flow charts, organizational charts, tables, resumes, financial statements, descriptions or illustrations of methodology, or any other matter that the offeror deems to be significant supporting documentation. The State reserves the right in its sole discretion to downgrade or disqualify any proposal that fails to comply with this page limitation requirement. The State also reserves the right to base its selection decision solely on the content of the base proposal.
- 5.2.7** Affix the following to the outside of each sealed Proposal. Include the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Unless the resulting package will be too unwieldy, the State’s preference is for the separately sealed Technical and Financial Proposals to be submitted together in a single package to the Procurement Officer and including a label bearing:
- A. RFP title and number,
 - B. Name and address of the Offeror, and
 - C. Closing date and time for receipt of Proposals
- 5.2.8** Label each electronic media (CD, DVD, or flash drive) on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).
- 5.2.9** Offerors may submit Proposals by electronic means as described.
- A. Electronic means includes e-mail to the Procurement Officer address listed on the Key Information Summary Sheet.
 - B. Any Offeror wishing to deliver a hard copy (paper) Proposal shall contact the Procurement Officer for instructions.

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

- 5.3.1** In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . .”; “Section 2.2.2 Response . . .”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”). **Note: Limit Technical Proposal responses to 100 pages.**
- 5.3.2** The Technical Proposal shall include the following documents and information in the order specified as follows. Each Section of the Technical Proposal shall be separated by a TAB as detailed below:
- A. Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by Section, subsection, and page number.

B. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential and/or proprietary information should be identified by page and Section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.8 “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific Sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see Appendix 2) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. Executive Summary (Submit under TAB C)

- 1) The Offeror shall condense and highlight the contents of the Technical Proposal in a separate Section titled “Executive Summary.”
- 2) In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see Section 4.16 “Offeror Responsibilities”).
- 3) The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment M), or any other exhibits or Attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. If references are required in RFP Section 1, those references shall be submitted in this Section and shall contain the information described in both Section 1 and Section 5.3.2.I.

F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- 1) The Offeror shall address each RFP requirement (RFP Section 2 and Section 3) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address

each requirement in Section 2 and Section 3 in order and shall contain a cross reference to the requirement.

- 2) Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- 3) The Offeror shall give a definitive Section-by-Section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP Section 2, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- 4) Implementation Schedule - Offeror shall provide a proposed implementation schedule with its proposal.
- 5) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- 6) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in Section 3.8.
- 7) Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
- 8) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in Section 2.4.4. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
- 9) The Offeror shall include an SLA as identified in Section 2.6, including service level metrics offered and a description how the metrics are measured, any SLA credits should the service level metrics not be met, and how the State can verify the service level. The Offeror shall describe how service level performance is reported to the State.
- 10) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section 3.1 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal

that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

11) Product Requirements

- a) Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.
- b) Details for each offering: The Offeror shall provide the following information for each offering:
 - i) Offering Name;
 - ii) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
 - iii) Manufacturer;
 - iv) Short description of capability;
 - v) Version (and whether version updates are limited in any way);
 - vi) License type (e.g., user, CPU, node, transaction volume);
 - vii) Subscription term (e.g., annual);
 - viii) License restrictions, if any;
 - ix) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting;
 - x) Continuity of operations and disaster recovery plans for providing service at 24/7/365 level;
 - xi) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats;
 - xii) Any processing or storage of data outside of the continental U.S;
 - xiii) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement).
 - xiv) Compatibility with the State's existing single sign-on system, SecureAuth or other single sign-on approaches;
 - xv) APIs offered, and what type of content can be accessed and consumed;
 - xvi) Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades;
 - xvii) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time);
 - xviii) What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of

assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also Section 3.9;

- xix) Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
- (1) procedures for and requirements for hiring staff (such as background checks),
 - (2) any non-disclosure agreement Contractor Personnel sign,
 - (3) whether the service is furnished out of the continental U.S. (see security requirements in Section 3.7),
 - (4) Certifications such as FedRAMP,
 - (5) Third party security auditing, including FISMA,
 - (6) Published Security Incident reporting policy, and
 - (7) Cybersecurity insurance, if any, maintained.

G. Experience and Qualifications of Proposed Staff (Submit under TAB F)

As part of the evaluation of the Proposal for this RFP, Offerors shall propose exactly one (1) key resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. All other planned positions shall be described generally in the Staffing Plan and may not be used as evidence of fulfilling company or personnel minimum qualifications.

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in Section 3.10.2. Specifically, the Offeror shall:

- 1) Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Include individual resumes (Appendix for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
- 3) Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 3.11.5).
- 4) Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
- 5) If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

H. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in Section 3.10.1. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- 1) The number of years the Offeror has provided the similar goods and services;
- 2) The number of clients/customers and geographic locations that the Offeror currently serves;
- 3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
- 4) The Offeror's process for resolving billing errors; and
- 5) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

I. References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP Section 1) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

J. List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

K. Financial Capability (Submit under TAB J)

The Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one, or more, of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

L. Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.6. See Section 3.6 for the required insurance certificate submission for the apparent awardee.

M. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP.

N. Legal Action Summary (Submit under TAB M)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- 4) In instances where litigation is ongoing, and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

O. Technical Proposal - Required Forms and Certifications (Submit under TAB O)

- 1) All forms required for the Technical Proposal are identified in **Section 7 – RFP Attachments and Appendices**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.

- 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this Section renders any such agreement unenforceable against the State.
- 3) For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
- 4) A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
 - i) Third-party POC name and alternate for verification
 - ii) Third-party POC mailing address
 - iii) Third-party POC telephone number
 - iv) Third-party POC email address
 - v) If available, a Re-Seller Identifier

5.4 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in Attachment B. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to Requirements and Work Plan

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff (See RFP § 5.3.2.G)

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.H)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 6.5.2.D) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment B - Financial Proposal Form.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D) is included and is properly completed, if there is an MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (Attachment E) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel).

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

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7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Proposal:

For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
Y	With Proposal	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
Y	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)

Appendices			
Applies ?	When to Submit	Label	Appendix Name
Y	N/A	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at Appendix 2)
Y	Before Proposal, as directed in the RFP.	3	Labor Classification Personnel Resume Summary
Y	With Proposal	18	Non-Disclosure Agreement (Offeror)

Additional Submissions			
Applies ?	When to Submit	Label	Document Name
Y	With deliverables	19	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf)
Y	5 Business Days after recommended award	N/A	Evidence of meeting insurance requirements (see Section 3.6); one (1) copy
Y	10 Business Days after recommended award	N/A	Problem Escalation Procedure (PEP) (see Section 3.8); one (1) copy

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number MDH OPASS# 19-18325

The Surveillance Utilization Review Subsystem

A Pre-Proposal conference will be held on November 5, 2019 at 10:00 am Local Time 300 W. Preston St., Auditorium Baltimore, Maryland 21201

Please return this form by November 1, 2019 advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Dana Dembrow
Procurement Officer:
201 W. Preston Street, Baltimore, MD 21201
e-mail: MDH.solicitationquestions@maryland.gov
Office Phone: (410) 767-5353

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Check the RFP for limits to the number of attendees allowed):
1.
2.
3.
_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Directions to the Pre-Proposal Conference

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter, or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Excel spreadsheet labeled Attachment B-1.

Attachment C. Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

This solicitation does not require a Living Wage Affidavit of Agreement.

Attachment G. Federal Funds Attachments

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>.

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

Attachment J. HIPAA Business Associate Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofService sDisclosure.pdf> .

Attachment M. Contract

MARYLAND DEPARTMENT OF HEALTH (MDH)

“The Surveillance Utilization Review Subsystem”

MDH OPASS# 19-18325 THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the Maryland Department of Health “MDH”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace vendor ID number is (eMMA Number).
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated _____ (Financial Proposal date), as modified by any Best and Final Offer thereto.
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for The Surveillance Utilization Review Subsystem, Solicitation # MDH OPASS# 19-18325 and any amendments, addenda, and Attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this Section. Except as otherwise provided in this Contract, if any change under this Section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause. Nothing in this Section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required, beginning _____ and shall continue until _____.
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for one period, succession one year renewal option, _____ – _____ "Renewal Term" at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total payment under a fixed price Contract or the fixed price element of a combined fixed price – time and materials Contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal and shall not exceed \$_____ for the Base Period and \$_____ for the Option Period.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by RFP Section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in Section 8. Confidential or Proprietary Information and Documentation.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such

- Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of Section 10, Contractor shall defend, indemnify, and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third-party claim that the Contractor-provided products/services infringe, misappropriate, or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability, or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title, or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data, or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions, and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 8. Confidential or Proprietary Information and Documentation**
- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations

promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.

- 8.2 The provisions of this Section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in RFP Section 3.7.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.7) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in RFP Section 3.7.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability, or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code Sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or

contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:
http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent, and work performed by the

Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this Section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or

any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and Attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents, or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 "Patents, Copyrights, Intellectual Property" of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits, or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed two (2) times the total value of the Contract or \$1,000,000, whichever is greater. The above limitation of liability is per incident.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor

agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
- (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this Section 31, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.

- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:

- i. Inspecting any relevant records of the Contractor;
- ii. Inspecting the jobsite; and
- iii. Interviewing subcontractors and workers.

Verification shall include a review of:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
- i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials, and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials, and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency, and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State’s rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the Sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Simone Chambers
Office of the Inspector General
Maryland Dept. of Health
201 W. Preston St.
Baltimore, MD 21201
Phone Number: 410-767-1742
E-Mail: simone.chambers1@maryland.gov

With a copy to:

Dana Dembrow, Director
Office of Procurement and Support Services
Maryland Department of Health (MDH)
201 W. Preston St.
Baltimore, MD 21201
Phone Number: 410-767-0974
E-Mail: mdh.solicitationquestions@maryland.gov

If to the Contractor:

(Contractor's Name)
(Contractor's primary address)
Attn: _____

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: _____
Attn: _____

39. Parent Company Guarantee (If applicable)

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that

if the State brings any claim, action, lawsuit or proceeding against (**Contractor**), (**Corporate name of Contractor's Parent Company**) may be named as a party, in its capacity as Absolute Guarantor.

40. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this Contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this Contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

41. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

41.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

41.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the Department.

41.3 "Protected Health Information" as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

42. Hiring Agreement

42.1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

43. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
MARYLAND DEPARTMENT OF
HEALTH

By:

By: Robert R. Neall, Secretary

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

Attachment N. Contract Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

ATTACHMENT P. Interface Listing

The following lists the Interfaces necessary to complete the Scope of Work as detailed in this RFP. Each Program’s interface listed is exchanged separately. For file layouts please refer to Appendix 8 – 16. For ‘Transmission Method’ Connect:Direct see Attachment Q for information.

File Layout Appendix	Interface Name	Direction	Frequency	Transmission Method
1	Claims Extract	MDH to Contractor	2 nd Sunday of month	Connect:Direct
2	Provider Extract	MDH to Contractor	2 nd Sunday of month	Connect:Direct
3	Recipient Extract	MDH to Contractor	2 nd Sunday of month	Connect:Direct
3	Head-of-Household Sequence	MDH to Contractor	2 nd Sunday of month	Connect:Direct
4	Recipient Enrollment	MDH to Contractor	2 nd Sunday of month	Connect:Direct
4	MCO Enrollment	MDH to Contractor	2 nd Sunday of month	Connect:Direct
4	HMO Enrollment	MDH to Contractor	2 nd Sunday of month	Connect:Direct
5	ICD-9 Procedure Code Extract	MDH to Contractor	2 nd Sunday of month	Connect:Direct
6	HCPCS Procedure Code Extract	MDH to Contractor	2 nd Sunday of month	Connect:Direct
7	Revenue Code Extract	MDH to Contractor	2 nd Sunday of month	Connect:Direct
8	Diagnosis Code Extract	MDH to Contractor	2 nd Sunday of month	Connect:Direct
9	Drug Extract	MDH to Contractor	2 nd Sunday of month	Connect:Direct

ATTACHMENT Q. Connect:Direct Information

CONNECT:DIRECT

Contractor shall establish connectivity via Connect:Direct to the Annapolis Data Center (ADC). The ADC uses an IP solution for their Connect:Direct customers. The IP connection using Connect:Direct will be over the Internet, not a private connection to ADC. With the connection via the Internet, it is mandatory to utilize the Secure+ feature which is additional Connect:Direct software the Contractor will need to purchase. Connect:Direct by IBM Sterling Commerce is the supported connectivity standards for file exchange between ADC and vendors of the State of Maryland. The contractor may also obtain IBM Sterling Certificate Wizard, a free software download, to create SSL certificates used with IBM Sterling Secure+ software.

Appendix 1. – Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- A. 24/7/365 – 24 hours, 7 days a week, 365.
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- D. Ad Hoc – Reports that are defined at time of request and may contain any combination of data elements and queries supported by the system.
- E. Algorithms – A computation, formula, statistical survey, or look-up-table, useful in healthcare.
- F. Application Program Interface (API) - Code that allows two software programs to communicate with each other.
- G. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- H. CMS – Centers for Medicare and Medicaid Services.
- I. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- J. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment M.
- K. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- L. Contract Officer (CO) - The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process. The Procurement Officer may designate the Contract Officer to conduct components of the procurement on behalf of the Procurement Officer.
- M. Contractor – The selected Offeror that is awarded a Contract by the State.
- N. Contractor Personnel Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- O. Control File: Data store that includes all adjudicated claims/encounters, provider data from provider subsystem and recipient data from recipient subsystem. (All data listed in Appendix 8 through 16).
- P. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.

- Q. Data Load - Process of copying and loading data or data sets from a source file, folder or application to a database or similar application.
- R. Data Warehouse - A solution that could interface with the current MMIS and provide comprehensive data analyses and reporting capabilities. MDH is looking to leverage a DW / DSS to make informed policy decisions, identify/manage vulnerable populations, identify/manage top diagnoses in the State, combine multiple data sources, manage operations, support targeted outreach efforts, and track efficacy of new programs.
- S. Department – The Maryland Department of Health.
- T. DSS – Decision Support System.
- U. DGS - Maryland Department of General Services.
- V. DoIT - Maryland Department of Information Technology.
- W. ECM- Electronic Claims Management.
- X. EFT- Electronic Funds Transfer.
- Y. eMMA – eMarylandMarketplace Advantage
- Z. Encounter Data - Information documenting a service to an enrollee of a Managed Care Organization (MCO).
- AA. End User License Agreement (EULA) - The terms of service governing access to and use of the software services provided pursuant to this Contract.
- BB. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- CC. FFP - Federal Financial Participation.
- DD. FFS - Fee-For-Service Program.
- EE. GUI - Graphic User Interface.
- FF. HealthChoice - The official name of Maryland’s Medicaid Managed Care Program. It is a mandatory program for most of the Medical Assistance Participant. A Participant in HealthChoice will receive health care services through a managed care organization (MCO). The MCO is responsible for meeting almost all of the Participant's health needs, except for behavioral Department and certain other limited services. Medicaid pays the MCO a monthly capitation rate for each Participant. Different Participants will have different capitation rates depending on factors such as age or special medical conditions, area of residence, etc.
- GG. IBM Connect:Direct – Permanent communications link that connects directly to a mainframe computer.
- HH. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- II. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) Maintenance; (b) Telecommunications; and (c) Associated consulting services.
- JJ. Investigation Leads – The identification of fraudulent activities.

- KK. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP Sections 3.10.
- LL. LAN - Local Area Network
- MM. LEIE – List of Excluded Individuals and Entities
- NN. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- OO. Maryland Department of Health (MDH) - The unit of the Executive Branch of Maryland State government issuing the RFP.
- PP. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- QQ. MMIS - Medicaid Management Information System.
- RR. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- SS. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- TT. NTP Date – The date specified in an NTP for work on Contractor project to begin.
- UU. Offeror – An entity that submits a Proposal in response to this RFP.
- VV. Parameter Data Base Library - A collection of web components and related structural data.
- WW. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- XX. PMPM – Per Member Per Month
- YY. PMBOK – Project Management Body of Knowledge Guide
- ZZ. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment M) and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- AAA. Program Integrity Unit – The Office of the Inspector General’s Program Integrity Unit audits and investigates health care providers and suppliers of durable medical equipment and supplies who are suspected of overbilling or defrauding the Maryland Medicaid program. Findings of fraud and abuse may result in administrative actions or referral to the Office of the Attorney General, Medicaid Fraud Control Unit for civil or criminal prosecution. The Program Integrity Unit also conducts investigations into allegations related to Medicaid consumer eligibility and misuse of benefit cards. In addition to seeking

- recovery of funds from Medicaid recipients who improperly received Medicaid services, the Unit coordinates with other State and federal law enforcement agencies to ensure streamlined investigations and prosecutions.
- BBB. Program Integrity Use File – A File created by use of the Control File and outside data sources by the Contractor that identifies “investigation-ready leads” as a result of a preliminary analytic review by the Contractor, and whereby the Contractor has identified suspicion, and provides recommended actions. Outside data sources should be included in the development of any leads.
- CCC. Proposal – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- DDD. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- EEE. Providers - Physicians, hospitals and other health care providers.
- FFF. Request for Proposals (RFP) – This Request for Proposals issued by the Maryland Department of Health (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- GGG. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- HHH. Security or Security Measures – The technology, policy, and procedures that a) protects and b) controls access to networks, systems, and data.
- III. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- JJJ. Service Level Agreement (SLA) - Commitment by the Contractor to the Department that defines the performance standards the Contractor is obligated to meet.
- KKK. SLA Activation Date - The date on which SLA charges commence under this Contract, which may include, but is not limited to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work.
- LLL. Software - The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.

- MMM. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.
- NNN. Solution - All Software, deliverables, services, and activities necessary to fully provide and support the RFP scope of work. This definition of Solution includes all System Documentation developed as a result of this Contract. Also included are all upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- OOO. State – The State of Maryland.
- PPP. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed, and/or compiled to be executed as part of a computing system.
- QQQ. SURS Control File – A File that includes all adjudicated claims/encounters, provider data from provider subsystem and recipient data from recipient subsystem (All data listed in Appendix 6-16).
- RRR. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- SSS. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract.
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
 - 4) All associated design details, flow charts, Algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes, and other documentation.
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
 - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides, and user how-to guides.
 - 7) Operating procedures
- TTT. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- UUU. Third Party Software – Software and supporting documentation that:
- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor,

- 2) are included in, or necessary or helpful to the operation, maintenance, support, or modification of the Solution; and
 - 3) were specifically identified and listed as Third-Party Software in the Proposal.
- VVV. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment B – Financial Proposal Form, and used in the financial evaluation of Proposals (see RFP Section 5.4).
- WWW.Update – The act of replacing the product with a newer, more superior, version or similar product.
- XXX. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- YYY. User(s) – A person(s) who uses or operates something especially a computer or machine.
- ZZZ. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

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Appendix 2. – Offeror Information Sheet

Offeror	
Company Name	
Street Address	
City, State, Zip Code	
Contractor Federal Employer Identification Number (FEIN)	
Contractor eMMA ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

Appendix 3. - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top Section of the form by entering John Smith’s name and the subcontractor’s company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months’ experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

Labor Classification Personnel Resume Summary

RFP # MDH OPASS# 19-18325

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name: _____
 Contractor: (offerorCompanyName)

Education / Training

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the RFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...

<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

*“Candidate Relevant Experience” Section must be filled out. Do not enter “see resume” as a response.

References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	<i>Offeror to Enter the Labor Category Name</i>
Requirement (See Section 3.10)	Candidate Relevant Experience *
Education: Current Project Management Institute (PMI) Certified Project Management Professional (PMP);	Education:
Experience: <ul style="list-style-type: none"> • Previous experience successfully implementing at least one (1) SURS systems; • Current Project Management Institute (PMI) Certified Project Management Professional (PMP); • If not a PMP, have at least five (5) consecutive years of experience in managing or in a key management position for a government or private sector client in health care development project. 	Experience:
Duties:	Duties:

The information provided on this form for this labor category is true and correct to the best of my knowledge:

Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form

Appendix 4. - Performance Bond

This solicitation does not require a Performance Bond.

Appendix 5. - Payment Bond

This solicitation does not require a Payment Bond.

Appendix 6. - Proposal/Bid Bond

A Proposal/Bid Bond is not required.

Appendix 7. - SLA Penalty Methodology

99.5% availability for the new SURS system will be computed using the following:

$$X = \frac{(y - z)}{y} * 100$$

y

x = Availability Percentage

y = total hours in calendar month

z = hours (including partial hours) the system was down due to an act, error, or omission by the contractor

Appendix 8. – Claims Extract

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
> > > > START OF LAYOUT NUMBER	1 < < < <				
WS-PC-SURS-CLAIM-10			1	4627	4627
5 WS-COMMON-DATA-10	GROUP	1	1	720	720
6 WS-COMMON-AREA1-10	GROUP	2	1	504	504
10 WS-COM-BYTE-COUNT	9(5)	3	1	5	5
10 WS-COM-REC-TYPE	X	4	6	6	1
10 WS-COM-RECORD-CODE	XX	5	7	8	2
10 WS-COM-INVOICE-CONTROL-NUM					
	X(17)	6	9	25	17
10 WS-COM-ORIGINAL-ICN	X(17)	7	26	42	17
10 WS-COM-ADJUSTMENT-REASON					
	XX	8	43	44	2
10 WS-COM-CLM-TYP	X	9	45	45	1
10 WS-COM-CLAIM-COS	XX	10	46	47	2
10 WS-COM-FIRST-DATE-OF-SVC					
	X(8)	11	48	55	8
10 WS-COM-DAY-OF-SERVICE	X	12	56	56	1
10 WS-COM-LAST-DATE-OF-SVC					
	X(8)	13	57	64	8
10 WS-COM-DATE-PAID	X(8)	14	65	72	8
10 WS-COM-TOTAL-CLAIM-CHARGE					
	9(7)V99	15	73	81	9
10 WS-COM-THIRD-PARTY-PMT-AMT					
	9(7)V99	16	82	90	9
10 WS-COM-AMT-PAID-BY-MCARE					
	9(7)V99	17	91	99	9
10 WS-COM-NET-CLAIM-CHARGE					
	9(7)V99	18	100	108	9
10 WS-COM-ALLOWED-CHARGE	9(7)V99	19	109	117	9
10 WS-COM-ALLOWED-CHRG-SOURCE					
	X	20	118	118	1
10 WS-COM-REIMBURSEMENT-AMOUNT					
	9(7)V99	21	119	127	9
10 WS-COM-FED-FIN-PART	9(7)V99	22	128	136	9
10 WS-COM-SVC-PROV-TYPE	XX	23	137	138	2
10 WS-COM-PROV-NUMBER	GROUP	24	139	147	9
15 WS-COM-PROV-BASE	X(7)	25	139	145	7
15 WS-COM-PROV-LOC	XX	26	146	147	2
10 WS-COM-PROV-CAT-OF-SVC-CODE					
	XX	27	148	149	2
10 WS-COM-SVC-PROV-SPEC-CODE(1)	OCCURS 6 TIMES				
	XXX	28	150	152	3
10 WS-COM-SVC-PROV-COUNTY-CODE					
	XX	29	168	169	2
10 WS-COM-SVC-PROV-ZIP-CODE					
	X(5)	30	170	174	5
10 WS-COM-SVC-TY-PRC-ORG	XX	31	175	176	2
10 WS-COM-SVC-OUT-OF-ST-PROV-CD					
	X	32	177	177	1
10 WS-COM-PROV-OWNERSHIP-CODE					
	X	33	178	178	1
10 WS-COM-SVC-PROV-LICENSE-NUM					
	X(9)	34	179	187	9
10 WS-COM-SVC-DEA-NUM	X(9)	35	188	196	9
10 WS-COM-SVC-PROV-NPI	X(12)	36	197	208	12
10 WS-COM-SVC-PROV-ENROL-STAT-CD					

	XX	37	209	210	2
10 WS-COM-SVC-PROV-LIC-EXP					
	X (8)	38	211	218	8
10 WS-COM-PAY-TO-PROV-TYPE					
	XX	39	219	220	2
10 WS-COM-PAY-TO-PROV-NUMBER					
	GROUP	40	221	229	9
15 WS-COM-PAY-TO-PROV-BASE					
	X (7)	41	221	227	7
15 WS-COM-PAY-TO-PROV-LOC					
	XX	42	228	229	2
10 WS-COM-GROUP-BILL-IND	X	43	230	230	1
10 WS-COM-PAY-TO-PROV-COUNTY-CODE					
	XX	44	231	232	2
10 WS-COM-PAY-TO-PROV-ZIP-CODE					
	X (5)	45	233	237	5
10 WS-COM-PROV-MC-PRG (1) OCCURS 3 TIMES					
	XXX	46	238	240	3
10 WS-COM-SPEC-PGM-PROVS (1) OCCURS 3 TIMES					
	GROUP	47	247	255	9
15 WS-COM-SPEC-PGM-PROV-NUMBER (1)					
	GROUP	48	247	255	9
20 WS-COM-SPEC-PGM-BASE (1)					
	X (7)	49	247	253	7
20 WS-COM-SPEC-PGM-LOC (1)					
	XX	50	254	255	2
10 WS-COM-LTC-PROV-TYPE	XX	51	274	275	2
10 WS-COM-LTC-PROV-NUMBER	GROUP	52	276	284	9
15 WS-COM-LTC-PROV-BASE	X (7)	53	276	282	7
15 WS-COM-LTC-PROV-LOC	XX	54	283	284	2
10 WS-COM-LTC-PROV-COUNTY-CODE					
	XX	55	285	286	2
10 WS-COM-LTC-PROV-ZIP-CODE					
	X (5)	56	287	291	5
10 WS-COM-LTC-NM-BEDS-TOTAL					
	999	57	292	294	3
10 WS-COM-REF-PROV-TYPE	XX	58	295	296	2
10 WS-COM-REF-PROV-NUMBER	GROUP	59	297	305	9
15 WS-COM-REF-PROV-BASE	X (7)	60	297	303	7
15 WS-COM-REF-PROV-LOC	XX	61	304	305	2
10 WS-COM-REF-PROV-COUNTY-CODE					
	XX	62	306	307	2
10 WS-COM-REF-PROV-ZIP-CODE					
	X (5)	63	308	312	5
10 WS-COM-REF-PROV-SPEC-CODE (1) OCCURS 6 TIMES					
	XXX	64	313	315	3
10 WS-COM-REFERRAL-IND	X	65	331	331	1
10 WS-COM-RECIP-IDENT-NUMBER					
	X (11)	66	332	342	11
10 WS-COM-ORIGINAL-RECIP-ID					
	X (11)	67	343	353	11
10 WS-COM-RECIP-CASE	X (9)	68	354	362	9
10 WS-COM-MEDICARE-ID-NM	X (12)	69	363	374	12
10 WS-COM-RECIP-COUNTY	XX	70	375	376	2
10 WS-COM-RECIP-ZIP-CODE	X (5)	71	377	381	5
10 WS-COM-RECIP-STATE	XX	72	382	383	2
10 WS-COM-RECIP-DISTRICT	XXX	73	384	386	3
10 WS-COM-RECIP-DATE-OF-BIRTH					
	X (8)	74	387	394	8
10 WS-COM-RECIP-DATE-OF-DEATH					
	X (8)	75	395	402	8
10 WS-COM-RECIP-AGE	999	76	403	405	3
10 WS-COM-RECIP-AGE-IN-MONTHS					

	99	77	406	407	2
10 WS-COM-RECIP-AGE-IN-DAYS					
	999	78	408	410	3
10 WS-COM-RECIP-SEX-CODE	X	79	411	411	1
10 WS-COM-RECIP-ORIGIN-CODE					
	X	80	412	412	1
10 WS-COM-RECIP-RACE-CODE	X	81	413	413	1
10 WS-COM-MEDICARE-AB-IND	X	82	414	414	1
10 WS-COM-RECIP-NH-INDIC	X	83	415	415	1
10 WS-COM-RECIP-COVERAGE-GRP					
	XXX	84	416	418	3
10 WS-COM-RECIP-COVERAGE-TP					
	X	85	419	419	1
10 WS-COM-DHR-UNIT	XXX	86	420	422	3
10 WS-COM-RECIP-EXTRACT-ELIG-IND					
	X	87	423	423	1
10 WS-COM-RECIP-ELIG-BEG-DATE					
	X (8)	88	424	431	8
10 WS-COM-RECIP-MOS-OF-ELIG					
	9 (4)	89	432	435	4
10 WS-COM-RECIP-ELIG-END-DATE					
	X (8)	90	436	443	8
10 WS-COM-RECIP-ON-REVIEW	X	91	444	444	1
10 WS-COM-TPL-IND	XX	92	445	446	2
10 WS-COM-RECIP-INSURANCE-CD					
	XX	93	447	448	2
10 WS-COM-RECIP-CARES-DATE					
	X (8)	94	449	456	8
10 WS-COM-RECIP-CARES-MONTHS					
	9 (4)	95	457	460	4
10 WS-COM-MAC-ASSIGN-IND	X	96	461	461	1
10 WS-COM-RECIP-CARES-IRN	X (9)	97	462	470	9
10 WS-COM-CAP-ACG-CODE	XXX	98	471	473	3
10 WS-COM-PRE-AUTH-NUM	X (8)	99	474	481	8
10 WS-COM-TRAUMA-REL-IND	X	100	482	482	1
10 WS-COM-SPECIAL-INDICATOR (1) OCCURS 4 TIMES					
	X	101	483	483	1
10 WS-COM-CARRIER-CODE (1) OCCURS 3 TIMES					
	X (6)	102	487	492	6
6 WS-COMMON-AREA2-10	GROUP	103	505	568	64
10 WS-COM-DIAG-CODE-GROUP (1) OCCURS 8 TIMES					
	GROUP	104	505	512	8
12 WS-COM-DIAG-CODE-ICD910IND (1)					
	X	105	505	505	1
12 WS-COM-DIAG-CODE-ICD9-10 (1)					
	X (7)	106	506	512	7
6 WS-COMMON-AREA3-10	GROUP	107	569	720	152
10 WS-COM-DIAG-STERL-IND	X	108	569	569	1
10 WS-COM-DIAG-ABORT-IND	X	109	570	570	1
10 WS-COM-DIAG-FAM-PLAN-IND					
	X	110	571	571	1
10 WS-COM-CONSENT-IND	X	111	572	572	1
10 WS-COM-OTHER-INSURANCE-IND					
	X	112	573	573	1
10 WS-COM-TPL-OVERRIDE	X	113	574	574	1
10 WS-COM-DHMH-FUND-CD	X	114	575	575	1
10 WS-COM-HMO-BEGIN-DATE	X (8)	115	576	583	8
10 WS-COM-ENROLL-MONTHS	9 (4)	116	584	587	4
10 WS-COM-MANAGED-CARE-CODE					
	X	117	588	588	1
10 WS-COM-RECIP-WAIVER-CD	X	118	589	589	1
10 WS-COM-MC-PROV-TYPE	XX	119	590	591	2
10 WS-COM-MC-PROV-NUMBER	GROUP	120	592	600	9

15	WS-COM-MC-PROV-BASE	X (7)	121	592	598	7
15	WS-COM-MC-PROV-LOC	XX	122	599	600	2
10	WS-COM-MC-PROV-COUNTY-CODE					
		XX	123	601	602	2
10	WS-COM-MC-PROV-ZIP-CODE					
		X (5)	124	603	607	5
10	WS-COM-NUM-OF-ENROLLEES					
		9 (9)	125	608	616	9
10	WS-COM-HMO-PROV-TYPE	XX	126	617	618	2
10	WS-COM-HMO-PROV-NUMBER	GROUP	127	619	627	9
15	WS-COM-HMO-PROV-BASE	X (7)	128	619	625	7
15	WS-COM-HMO-PROV-LOC	XX	129	626	627	2
10	WS-COM-HMO-PROV-COUNTY-CODE					
		XX	130	628	629	2
10	WS-COM-HMO-PROV-ZIP-CODE					
		X (5)	131	630	634	5
10	WS-COM-MANAG-CARE-TYP	XXX	132	635	637	3
10	WS-COM-RECP-ENROL-TYP	XX	133	638	639	2
10	WS-COM-GUARANTEE-IND	X	134	640	640	1
10	FILLER	X (80)	135	641	720	80
5	WS-INS-CLAIM-REC-10	GROUP	136	721	4627	3907
6	WS-INS-CLAIM-AREA1-10	GROUP	137	721	998	278
10	FILLER	XX	138	721	722	2
10	WS-INS-EPSDT-IND	X	139	723	723	1
10	FILLER	X (13)	140	724	736	13
10	WS-INS-RSN-FOR-ABORT	X	141	737	737	1
10	WS-INS-TYPE-OF-FACILITY					
		X	142	738	738	1
10	WS-INS-BILL-CLASS	X	143	739	739	1
10	WS-INS-FREQUENCY	X	144	740	740	1
10	WS-INS-PATIENT-STATUS	XX	145	741	742	2
10	WS-INS-SPECIAL-PROGRAM-IND					
		XX	146	743	744	2
10	WS-INS-COVERED-DAYS	999	147	745	747	3
10	WS-INS-NON-COV-DAYS	999	148	748	750	3
10	WS-INS-ADMIN-DAYS	999	149	751	753	3
10	WS-INS-CALCULATED-LOS	9 (5)	150	754	758	5
10	WS-INS-MCARE-COINS-DAYS					
		99	151	759	760	2
10	WS-INS-DIAG-REL-GRP	XXX	152	761	763	3
10	WS-INS-MCARE-PROV-NUMBER					
		X (17)	153	764	780	17
10	WS-INS-MCARE-DEDUCTIBLE-AMT					
		9 (5) V99	154	781	787	7
10	WS-INS-MCARE-COINS-AMT	9 (5) V99	155	788	794	7
10	WS-INS-MCARE-BLOOD-DED-AMT					
		9 (5) V99	156	795	801	7
10	WS-INS-BLOOD-FURNISHED	999	157	802	804	3
10	WS-INS-BLOOD-REPLACED	999	158	805	807	3
10	WS-INS-BLOOD-NOT-REPLACED					
		999	159	808	810	3
10	WS-INS-DISCHARGE-DATE	X (8)	160	811	818	8
10	WS-INS-DISCHARGE-DAY	X	161	819	819	1
10	WS-INS-ADMISSION-DATE	X (8)	162	820	827	8
10	WS-INS-ADMISSION-DAY	X	163	828	828	1
10	WS-INS-ADMIT-SOURCE	X	164	829	829	1
10	WS-INS-ADMIT-TYPE	X	165	830	830	1
10	FILLER	X (78)	166	831	908	78
10	WS-INS-NO-IP-SURGS	9	167	909	909	1
10	WS-INS-NO-SURG-DATES	9	168	910	910	1
10	WS-INS-PRE-OP-DAYS	99	169	911	912	2
10	WS-INS-POST-OP-DAYS	99	170	913	914	2
10	FILLER	X (14)	171	915	928	14

10	WS-INS-NM-BEDS-TOTAL	999	172	929	931	3
10	WS-INS-NM-BEDS-INTER	999	173	932	934	3
10	WS-INS-NM-BEDS-MR	999	174	935	937	3
10	WS-INS-NM-BEDS-SKILLED	999	175	938	940	3
10	WS-INS-NM-BEDS-INPATIENT					
		999	176	941	943	3
10	WS-INS-NM-BEDS-CHRONIC	999	177	944	946	3
10	WS-INS-NM-BEDS-OTHER	999	178	947	949	3
10	WS-INS-CLM-RECIP-PMT-AMT					
		9 (7) V99	179	950	958	9
10	WS-INS-DHMH-1321-INDICATOR					
		X	180	959	959	1
10	WS-INS-DHMH-1321-DAYS	99	181	960	961	2
10	WS-INS-DHMH-1295-INDICATOR					
		X	182	962	962	1
10	WS-INS-DHMH-1295-DAYS	99	183	963	964	2
10	WS-INS-DHMH-2129-INDICATOR					
		X	184	965	965	1
10	WS-INS-DHMH-2129-DAYS	99	185	966	967	2
10	WS-INS-PAT-ASSESSED-IND					
		X	186	968	968	1
10	WS-INS-MEDICAL-RCD-NUM	X (30)	187	969	998	30
6	WS-INS-CLAIM-AREA2-10	GROUP	188	999	1094	96
10	WS-INS-PROC-CODE-GROUP (1) OCCURS 12 TIMES	GROUP	189	999	1006	8
	12 WS-INS-PROC-CODE-ICD910IND (1)					
		X	190	999	999	1
	12 WS-INS-PROC-CODE-ICD9-10 (1)					
		X (7)	191	1000	1006	7
6	WS-INS-CLAIM-AREA3-10	GROUP	192	1095	1622	528
10	WS-INS-DATE-OF-SURGERY (1) OCCURS 12 TIMES					
		X (8)	193	1095	1102	8
10	WS-INS-OCCURRENCE-CODE (1) OCCURS 12 TIMES					
		99	194	1191	1192	2
10	WS-INS-OCCURRENCE-DATE (1) OCCURS 12 TIMES					
		X (8)	195	1215	1222	8
10	FILLER	X (24)	196	1311	1334	24
10	WS-INS-OCCURRENCE-SPAN (1) OCCURS 12 TIMES					
		XX	197	1335	1336	2
10	WS-INS-OCCUR-FROM-DATE (1) OCCURS 12 TIMES					
		X (8)	198	1359	1366	8
10	FILLER	X (24)	199	1455	1478	24
10	WS-INS-OCCUR-TO-DATE (1) OCCURS 12 TIMES					
		X (8)	200	1479	1486	8
10	FILLER	X (24)	201	1575	1598	24
10	WS-INS-CONDITION-CODE (1) OCCURS 12 TIMES					
		XX	202	1599	1600	2
6	WS-INS-CLAIM-AREA4-10	GROUP	203	1623	4627	3005
10	WS-INS-NUM-OF-LINE-ITEMS					
		999	204	1623	1625	3
10	WS-INS-DETAIL-LINES-10 (1) OCCURS 50 TIMES					
		GROUP	205	1626	1685	60
	15 WS-INS-LINE-ITEM-CODE (1)					
		XXX	206	1626	1628	3
	15 WS-INS-LI-FIRST-DATE-OF-SVC (1)					
		X (8)	207	1629	1636	8
	15 WS-INS-LI-PROC-CODE-ICD910I (1)					
		X	208	1637	1637	1
	15 WS-INS-LI-PROC-CODE (1)					
		X (7)	209	1638	1644	7
	15 FILLER (1)	XXX	210	1645	1647	3
	15 WS-INS-LI-MCARE-COVERAGE-IND (1)					
		X	211	1648	1648	1

15	WS-INS-LI-UNITS-OF-SERVICE (1)	9 (5)	212	1649	1653	5
15	WS-INS-LI-SUBMITTED-CHARGE (1)	9 (7) V99	213	1654	1662	9
15	WS-INS-LI-ALLOWED-CHARGE (1)	9 (7) V99	214	1663	1671	9
15	WS-INS-LI-ALLOWED-CHRG-SOURCE (1)	X	215	1672	1672	1
15	WS-INS-LI-NON-COVERED-CHARGE (1)	9 (7) V99	216	1673	1681	9
15	WS-INS-LI-REVENUE-CODE (1)	X (4)	217	1682	1685	4
10	WS-INS-C-RETURN	XX	218	4626	4627	2
5	WS-MEDICAL-CLAIM-REC-10 REDEFINES WS-INS-CLAIM-REC-10					
5	WS-MEDICAL-CLAIM-REC-10	GROUP	219	721	854	134
10	WS-MED-EMPLOYMENT-REL-IND	X	220	721	721	1
10	WS-MED-H1500-ACCIDENT-IND	X	221	722	722	1
10	WS-MED-HCFA-FAC-NUM	X (9)	222	723	731	9
10	WS-MED-PAT-ACCT-NO	X (11)	223	732	742	11
10	WS-MED-MCARE-PROV-NUMBER	X (17)	224	743	759	17
10	WS-MED-MCARE-APPROVED-AMT	9 (5) V99	225	760	766	7
10	WS-MED-MCARE-DEDUCTIBLE-AMT	9 (5) V99	226	767	773	7
10	WS-MED-MCARE-COINS-AMT	9 (5) V99	227	774	780	7
10	FILLER	X (7)	228	781	787	7
10	WS-MED-ASC-FACILITY-CODE	X	229	788	788	1
10	WS-MED-PLACE-OF-SERVICE	XX	230	789	790	2
10	WS-MED-TYPE-OF-PROFESSIONAL	XX	231	791	792	2
10	WS-MED-PROC-CODE	X (5)	232	793	797	5
10	FILLER	X (4)	233	798	801	4
10	WS-MED-MCARE-COVERAGE-IND	X	234	802	802	1
10	WS-MED-PROC-STERIL-IND	X	235	803	803	1
10	WS-MED-PROC-ABORT-IND	X	236	804	804	1
10	WS-MED-PROC-FAM-PLAN-IND	X	237	805	805	1
10	WS-MED-PROC-HYSTER-IND	X	238	806	806	1
10	WS-MED-LIFETIME-SERVICE-IND	X	239	807	807	1
10	WS-MED-PROC-MULT-SURG-IND	X	240	808	808	1
10	WS-MED-VISIT-SURG-IND	X	241	809	809	1
10	WS-MED-EPSDT-IND	X	242	810	810	1
10	WS-MED-EMERGENCY-IND	X	243	811	811	1
10	WS-MED-UNITS-OF-SERVICE	9 (5)	244	812	816	5
10	WS-MED-TOOTH-NUM-CHAR	XX	245	817	818	2
10	WS-MED-MOUTH-QUADRANT	XX	246	819	820	2
10	WS-MED-NUM-OF-SURFACES	9	247	821	821	1
10	WS-MED-TOOTH-SURFACE (1) OCCURS 6 TIMES	X	248	822	822	1
10	WS-MED-MCARE-ALLOWED-AMT	9 (7) V99	249	828	836	9
10	WS-MED-PROC-CODE-MODIFIER	XX	250	837	838	2
10	WS-MED-PROC-CODE-MODIFIER-2	XX	251	839	840	2
10	WS-MED-PROC-CODE-MODIFIER-3	XX	252	841	842	2
10	WS-MED-PROC-CODE-MODIFIER-4	XX	253	843	844	2
10	WS-MED-PROC-CODE-MOD-PRICE1					

	XX	254	845	846	2
10 WS-MED-PROC-CODE-MOD-PRICE2					
	XX	255	847	848	2
10 WS-MED-PROC-CODE-MOD-PRICE3					
	XX	256	849	850	2
10 WS-MED-PROC-CODE-MOD-PRICE4					
	XX	257	851	852	2
10 WS-MED-C-RETURN	XX	258	853	854	2
5 WS-PHARMACY-REC-10 REDEFINES WS-INS-CLAIM-REC-10					
5 WS-PHARMACY-REC-10	GROUP	259	721	793	73
10 WS-PHA-PRESCRIPTION-NUMBER					
	X (12)	260	721	732	12
10 WS-PHA-XIII	X	261	733	733	1
10 WS-PHA-DRUG-CODE	X (11)	262	734	744	11
10 WS-PHA-DRUG-GENERIC-CODE	X (5)	263	745	749	5
10 WS-PHA-DRUG-THERA-CLASS	X (6)	264	750	755	6
10 WS-PHA-REFILL-INDICATOR	X	265	756	756	1
10 WS-PHA-DAYS-SUPPLIED	999	266	757	759	3
10 FILLER	X (5)	267	760	764	5
10 WS-PHA-DRUG-DISPENSING-FEE					
	999V99	268	765	769	5
10 WS-PHA-DISP-AS-WRITTEN	X	269	770	770	1
10 WS-PHA-DRUG-COMPOUND	X	270	771	771	1
10 WS-PHA-DATE-PRESCRIBED	X (8)	271	772	779	8
10 WS-PHA-REFILL-NUMBER	XX	272	780	781	2
10 WS-PHA-DRUG-QUANTITY	9 (7) V999	273	782	791	10
10 WS-PHA-C-RETURN	XX	274	792	793	2
> > > > START OF LAYOUT NUMBER	2 < < < <				
WS-PC-SURS-ENROLL-REC-10			1	136	136
5 WS-ENR-BYTE-COUNT	9 (5)	1	1	5	5
5 WS-ENR-REC-TYPE	X	2	6	6	1
5 WS-ENR-RECORD-CODE	XX	3	7	8	2
5 WS-ENR-FIRST-DATE-OF-SVC	X (8)	4	9	16	8
5 WS-ENR-LAST-DATE-OF-SVC	X (8)	5	17	24	8
5 WS-ENR-BACKOUT-SORT-IND	X	6	25	25	1
5 WS-ENR-HMO-MCO-IND	X	7	26	26	1
5 WS-ENR-FILLER	XX	8	27	28	2
5 WS-ENR-MID-MONTH-IND	X	9	29	29	1
5 WS-ENR-RECIP-ID	X (11)	10	30	40	11
5 WS-ENR-DISENROLL-REASON	XX	11	41	42	2
5 WS-ENR-FILLER2	X (5)	12	43	47	5
5 WS-ENR-FIRST-DATE-OF-SVC2	X (8)	13	48	55	8
5 WS-ENR-CASE-ID	X (9)	14	56	64	9
5 WS-ENR-MCO-PROV	X (9)	15	65	73	9
5 WS-ENR-AGE	999	16	74	76	3
5 WS-ENR-AGE-IN-MONTHS	99	17	77	78	2
5 WS-ENR-AGE-IN-DAYS	999	18	79	81	3
5 WS-ENR-SEX	X	19	82	82	1
5 WS-ENR-RACE	X	20	83	83	1
5 WS-ENR-RATE-CODE	X (5)	21	84	88	5
5 WS-ENR-COVERAGE-GROUP	XXX	22	89	91	3
5 WS-ENR-COVERAGE-TYPE	X	23	92	92	1
5 WS-ENR-COUNTY	XX	24	93	94	2
5 WS-ENR-ZIP	X (5)	25	95	99	5
5 WS-ENR-ENROLL-DATE	X (8)	26	100	107	8
5 WS-ENR-DAYS-ENROLLED	9 (5)	27	108	112	5
5 WS-ENR-MONTHS-ENROLLED	9 (4)	28	113	116	4
5 WS-ENR-AMT-CAP-PAID	9 (7) V99	29	117	125	9
5 WS-ENR-MANAG-CARE-TYP	XXX	30	126	128	3
5 WS-ENR-RECP-ENROL-TYP	XX	31	129	130	2
5 WS-ENR-RECP-ENROL-SRCE	X	32	131	131	1
5 WS-ENR-SPECIAL-PROGRAM-CODE	XXX	33	132	134	3
5 WS-ENR-C-RETURN	XX	34	135	136	2

Appendix 9. – Provider Extract

RECORD LAYOUT REPORT

FIELD LEVEL/NAME	PICTURE	FLD	START	END	LENGTH
SUPROV-PROVIDER-RECORD			1	228	228
5 WS-PROV-TYPE	XX	1	1	2	2
5 WS-PROV-BASE-NUM	X(7)	2	3	9	7
5 WS-PROV-LOCATION	XX	3	10	11	2
5 WS-PROV-NAME	X(35)	4	12	46	35
5 WS-TY-PRC-ORG	XX	5	47	48	2
5 WS-PROV-ADD-LN-1	X(28)	6	49	76	28
5 WS-PROV-ADD-LN-2	X(28)	7	77	104	28
5 WS-PROV-CITY	X(18)	8	105	122	18
5 WS-PROV-STATE	XX	9	123	124	2
5 WS-PROV-ZIP-CODE	X(5)	10	125	129	5
5 WS-PROV-OWN-CODE	X	11	130	130	1
5 WS-PROV-SPEC-CODE(1) OCCURS 6 TIMES					
	XXX	12	131	133	3
5 WS-PAID-YTD-CLM-AMT	9(11)V99	13	149	161	13
5 WS-PROV-ENROL-STAT-CODE	XX	14	162	163	2
5 WS-PROV-LICENSE-NUM	X(9)	15	164	172	9
5 WS-DEA-NUMBER	X(9)	16	173	181	9
5 WS-PROV-NPI	X(12)	17	182	193	12
5 WS-NUM-BEDS-TOTAL	X(5)	18	194	198	5
5 WS-PROV-MC-STAT	X	19	199	199	1
5 WS-PROV-MC-PRG	XXX	20	200	202	3
5 WS-PROV-MC-BEG-DATE	X(8)	21	203	210	8
5 WS-PROV-MC-END-DATE	X(8)	22	211	218	8
5 WS-ENROLL-RECIP-NUM	X(7)	23	219	225	7
5 WS-PROV-CTY-CODE	XX	24	226	227	2
5 TRANSMISSION-FIELD	X	25	228	228	1

Appendix 10. - Recipient Extract Head-Of-Household Sequence

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
SURECIP-RECIPIENT-RECORD			1	289	289
5 WS-ORIGINAL-RECIP-ID	X(11)	1	1	11	11
5 WS-RECIP-CASE	X(9)	2	12	20	9
5 WS-RECIP-NAME	GROUP	3	21	56	36
10 WS-RECIP-LAST-NAME	X(20)	4	21	40	20
10 WS-RECIP-FIRST-NAME	X(15)	5	41	55	15
10 WS-RECIP-MIDDLE-INIT	X	6	56	56	1
5 WS-RECIP-DATE-OF-BIRTH	X(8)	7	57	64	8
5 WS-RECIP-DATE-OF-DEATH	X(8)	8	65	72	8
5 WS-RECIP-ADDR-LINE-1	X(22)	9	73	94	22
5 WS-RECIP-ADDR-LINE-2	X(22)	10	95	116	22
5 WS-RECIP-CITY	X(18)	11	117	134	18
5 WS-RECIP-STATE	XX	12	135	136	2
5 WS-RECIP-ZIP-CODE	X(5)	13	137	141	5
5 WS-RECIP-COUNTY	XX	14	142	143	2
5 WS-DHR-UNIT	XXX	15	144	146	3
5 WS-RECIP-RACE-CODE	X	16	147	147	1
5 WS-MEDICARE-AB-IND	X	17	148	148	1
5 WS-RECIP-SEX-CODE	X	18	149	149	1
5 WS-TPL-IND	XX	19	150	151	2
5 WS-MANAGED-CARE-CODE	X	20	152	152	1
5 WS-RECIP-INSURANCE-CODE	XX	21	153	154	2
5 WS-RECIP-HMO-CODE	X	22	155	155	1
5 WS-RECIP-CARES-DATE	X(8)	23	156	163	8
5 WS-RECIP-CARES-IRN	X(9)	24	164	172	9
5 WS-MAC-ASSIGN-IND	X	25	173	173	1
5 WS-RECIP-NH-BEG-DATE	X(8)	26	174	181	8
5 WS-RECIP-LTC-DISCH-DATE	X(8)	27	182	189	8
5 WS-RECIP-NH-PROV-NUM	X(9)	28	190	198	9
5 WS-RECIP-NH-TYPE	X	29	199	199	1
5 WS-RECIP-NH-SHARE-AMT	9(7)V99	30	200	208	9
5 WS-MANAG-CARE-BEG-DATE	X(8)	31	209	216	8
5 WS-MANAG-CARE-END-DATE	X(8)	32	217	224	8
5 WS-PROV-MC-PRG	XXX	33	225	227	3
5 WS-SPEC-PGM-PROV-NUMBER	X(9)	34	228	236	9
5 WS-HMO-BEG-DATE	X(8)	35	237	244	8
5 WS-HMO-END-DATE	X(8)	36	245	252	8
5 WS-HMO-PROV-NUMBER	GROUP	37	253	261	9
10 WS-HMO-PROV-BASE	X(7)	38	253	259	7
10 WS-HMO-PROV-LOC	XX	39	260	261	2
5 WS-MANAG-CARE-TYP	XXX	40	262	264	3
5 WS-CAP-ACG-CD	XXX	41	265	267	3
5 WS-RECIP-ELIG-BEG-DATE	X(8)	42	268	275	8
5 WS-RECIP-ELIG-END-DATE	X(8)	43	276	283	8
5 WS-RECIP-COVERAGE-GRP	XXX	44	284	286	3
5 WS-RECIP-CITIZEN-CODE	X	45	287	287	1
5 WS-GUARANTEE-IND	X	46	288	288	1
5 TRANSMISSION-FIELD	X	47	289	289	1

Appendix 11. - Recipient Enrollment, MCO Enrollment, HMO Enrollment

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
WS-PC-SURS-ENROLL-REC			1	136	136
5 WS-ENR-BYTE-COUNT	9(5)	1	1	5	5
5 WS-ENR-REC-TYPE	X	2	6	6	1
5 WS-ENR-RECORD-CODE	XX	3	7	8	2
5 WS-ENR-FIRST-DATE-OF-SVC	X(8)	4	9	16	8
5 WS-ENR-LAST-DATE-OF-SVC	X(8)	5	17	24	8
5 WS-ENR-BACKOUT-SORT-IND	X	6	25	25	1
5 WS-ENR-HMO-MCO-IND	X	7	26	26	1
5 WS-ENR-FILLER	XX	8	27	28	2
5 WS-ENR-MID-MONTH-IND	X	9	29	29	1
5 WS-ENR-RECIP-ID	X(11)	10	30	40	11
5 WS-ENR-DISENROLL-REASON	XX	11	41	42	2
5 WS-ENR-FILLER2	X(5)	12	43	47	5
5 WS-ENR-FIRST-DATE-OF-SVC2	X(8)	13	48	55	8
5 WS-ENR-CASE-ID	X(9)	14	56	64	9
5 WS-ENR-MCO-PROV	X(9)	15	65	73	9
5 WS-ENR-AGE	999	16	74	76	3
5 WS-ENR-AGE-IN-MONTHS	99	17	77	78	2
5 WS-ENR-AGE-IN-DAYS	999	18	79	81	3
5 WS-ENR-SEX	X	19	82	82	1
5 WS-ENR-RACE	X	20	83	83	1
5 WS-ENR-RATE-CODE	X(5)	21	84	88	5
5 WS-ENR-COVERAGE-GROUP	XXX	22	89	91	3
5 WS-ENR-COVERAGE-TYPE	X	23	92	92	1
5 WS-ENR-COUNTY	XX	24	93	94	2
5 WS-ENR-ZIP	X(5)	25	95	99	5
5 WS-ENR-ENROLL-DATE	X(8)	26	100	107	8
5 WS-ENR-DAYS-ENROLLED	9(5)	27	108	112	5
5 WS-ENR-MONTHS-ENROLLED	9(4)	28	113	116	4
5 WS-ENR-AMT-CAP-PAID	9(7) V99	29	117	125	9
5 WS-ENR-MANAG-CARE-TYP	XXX	30	126	128	3
5 WS-ENR-RECP-ENROL-TYP	XX	31	129	130	2
5 WS-ENR-RECP-ENROL-SRCE	X	32	131	131	1
5 WS-ENR-SPECIAL-PROGRAM-CODE	XXX	33	132	134	3
5 WS-ENR-C-RETURN	XX	34	135	136	2

Appendix 12. - ICD-9 Procedure Code Extract

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
ICD-9-PROCEDURE-CODE-EXTRACT			1	54	54
5 IC-PROC-CODE-ICD	X	1	1	1	1
5 IC-PROC-CODE	X(5)	2	2	6	5
5 IC-PROC-CODE	X(7)	3	7	13	7
5 IC-PROC-NAME	X(40)	4	14	53	40
5 IC-FILLER	X	5	54	54	1

Appendix 13. - HCPCS Procedure Code Extract

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
HCPCS-PROCEDURE-CODE-EXTRACT			1	47	47
5 HC-PROC-CODE	X(5)	1	1	5	5
5 HC-PROC-NAME	X(40)	2	6	45	40
5 HC-FILLER	XX	3	46	47	2

Appendix 14. - Revenue Code Extract

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
REVENUE-CODE-EXTRACT-REC			1	45	45
5 RC-PROC-CODE	X(4)	1	1	4	4
5 RC-PROC-NAME	X(40)	2	5	44	40
5 RC-FILLER	X	3	45	45	1

Appendix 15. - Diagnosis Extract

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
DIAGNOSIS-EXTRACT-REC			1	49	49
5 DE-DIAG-CODE-ICD	X	1	1	1	1
5 DE-DIAG-CODE	X(7)	2	2	8	7
5 DE-DIAG-NAME	X(40)	3	9	48	40
5 DE-FILLER	X	4	49	49	1

Appendix 16. - Drug Extract

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
DE-DRUG-CODE			1	54	54
5 DE-DRUG-CODE	X(11)	1	1	11	11
5 DE-DRUG-NAME	X(32)	2	12	43	32
5 DE-DRUG-STRENGTH	X(10)	3	44	53	10
5 DE-FILLER	X	4	54	54	1

Appendix 17. - Non-Disclosure Agreement (Offeror)

Appendix 18. – Deliverable Product Acceptance Form

See link online at:

http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf

Appendix 19. – Monthly Interface Extract Report

Site ID	Maryland	Operator name	Ryzhikov, Mike
Update month	Jan, 2019	Date of run	2/23/2019
Purge date	1/31/2013	Comments	January 18 Claims Update
Special run	No		

Database load enabled	Yes	DB sequence 1	recipclm	DB sequence 3	
Database load type	Incremental	DB sequence 2		DB sequence 4	
Total database claims	439,119,311				

Machine ID	Sequence ID	Sort		Update			History		
		# of input claims read	# of sorted claims written	Total Claims Read	Add Claims Read	Delete Claims Read	Total Claims Read	Add Claims Read	Delete Claims Read
	caseclm			6,417,139	6,244,125	173,014	438,174,380	438,174,380	0
	enrlhmo			148	143	5	10,313	10,313	0
	enrlmco			1,227,018	1,214,683	12,335	78,410,080	78,410,080	0
	enrlrecip			1,227,166	1,214,826	12,340	78,387,696	78,387,696	0
	hmoclm			92	91	1	2,014	2,014	0
	ltcclm			100,892	96,309	4,583	7,818,124	7,818,124	0
	mcoclm			4,532,527	4,381,887	150,640	295,709,645	295,709,645	0
	provclm			6,417,139	6,244,125	173,014	436,514,555	436,514,555	0
	recipclm			6,417,139	6,244,125	173,014	437,293,034	437,293,034	0
	refclm			1,583,171	1,536,815	46,356	106,677,824	106,677,824	0

Machine ID	Sequence ID	# of input claims read	# of sorted claims written	Total Claims Read	Add Claims Read	Delete Claims Read	Total Claims Read	Add Claims Read	Delete Claims Read		
										Delete	
		Total Claims Read	Add Claims Read	Delete Claims Read						Total Update Claims Written	Total Claims Written
	caseclm						444,591,519	443,603,409	0.2%	6,244,125	440,003,093
	enrlhmo						10,461	10,485	-0.2%	143	10,310
	enrlmco						79,637,098	79,372,187	0.3%	1,214,681	78,745,642
	enrlrecip						79,614,862	79,350,293	0.3%	1,214,824	78,722,920
	hmoclm						2,106	2,027	3.8%	91	2,104
	ltcclm						7,919,016	7,965,789	-0.6%	96,309	7,817,207
	mcoclm						300,242,172	298,962,471	0.4%	4,381,887	297,499,941
	provclm						442,931,694	441,955,622	0.2%	6,232,610	438,332,284
	recipclm						443,710,173	442,723,612	0.2%	6,244,125	439,119,311
	refclm						108,260,995	108,173,018	0.1%	1,536,815	107,112,017

Machine ID	Sequence ID	Total Claims Read	Add Claims Read	Delete Claims Read	Total Claims Read	Previous month Claims Read	% change	Claims Written Totals	
		Delete							